

PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY BROADBAND CUSTOMERS PLEASE ALSO READ THE "Additional Terms and Conditions" APEX Internet - Internet access service agreement

Terms and Conditions - May 2002

DEFINITIONS "the Service" refers to the Internet Access Service provided by Apex Internet through dial-up broadband connection the use of which is governed by these terms and conditions. "UserID" is a unique user identification which enables you to access your Account. "Password" is your secret password which is required for security and protection of your Account.

GENERAL You are responsible for payment of any usage you make of the Service including any excess charges in accordance with the prices listed for the plan you select. You must notify APEX Internet in advance when the account or Service is no longer required. In the event you are still incurring monthly and any other contractual charges.

FAIR USE POLICY Premium plans have a 12 hour maximum connect time limit. Maximum (unlimited) plans have a 4 hour maximum connect time limit. During the busy periods, if all the lines become full and you are the longest standing user that has been connected for over 1 hour you may be disconnected and blocked from reconnecting for 15 minutes.

APEX reserves the right to limit customers' connection speed without notification if it is deemed to be a serious burden on the network.

OUR RESPONSIBILITIES We provide you with the Service and with an Account, UserID and Password to enable you to access the Service. Although we will make every reasonable effort to provide a continuous Service we do not warrant that the Service will be uninterrupted or free from defects. Our liability for negligence or breach of contract or for any loss or damage suffered by you or any third party as a result of our failure to provide the Service or any disruption in the Service or problems with the Service, is limited to our option and to the extent permitted by law, to resupplying the Service, or to refunding the money paid for the Service.

YOUR RESPONSIBILITIES You are responsible for providing all the equipment and software necessary to access the Service and for the cost of telephone calls and any other incidental costs involved in accessing the Service. You are responsible for any use that you make of the Service and any use that anybody else makes of the Service through your Account. You must provide adequate security for your UserID and Password and you must not permit any person to use your Account except with your express permission and under your personal supervision. You use the Service entirely at your own risk. We make no warranty in relation to the content and range of information available through the Service. We do not warrant that the information is accurate, useful or fit for any purpose. We are not liable for any loss or damage suffered by you or anyone else as a result of using the Service or any information obtained through the Service. You must not use the Service for any activity or purpose which is illegal or fraudulent in nature or which breaches any law or which breaches any intellectual property rights or copyright. We are not responsible for the content of your web pages and any other material of yours that resides on disk space on our computers and for the content of any material that you upload through the Service either on to our computers or to any other location on the internet. You acknowledge and accept that we do not check such content and it is your responsibility to ensure that such material does not breach any intellectual property rights or copyright or any standards, content requirements or codes promulgated by any relevant authority. You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to your use of the Service.

PAYMENT OF ACCOUNT All usage made under the Service must be paid for including any excess usage. The customer agrees that if excess usage charges accrue during the subscription month, APEX may make a partial charge on the customer's credit card for those excess charges to date. The customer will be sent notification by email every

time their credit card is charged. The customer understands and agrees that they will continue to be charged for the on-going Service until they have notified APEX Internet in writing with one week's prior notice that they wish the Service to be terminated. Seven days' notice is essential to other wise a new month's subscription will be charged. Charges are applied based on the fact that the Service is available to the customer. If the customer fails to give the proper notice to terminate an account monthly subscription charges will apply regardless of whether the Service was actively used during the period or not. Our policy is that Cash Accounts must be kept in credit at all times (except where customers have applied for and established a line-of-credit). Excess usage charges are charged against the account as soon as they begin to accrue. Therefore accounts not on automatic payment (ie accounts with no automatic credit card payment authority or direct debit authority) / "Cash Accounts" will be in Debt as soon as the included Data Allowance is passed. If a Cash Account is in Debt for more than \$20.00 for more than 2 weeks, our accounting system may automatically disconnect the account. Therefore we advise Cash Account customers to pay a credit into their accounts if they expect to be using above the included Data Allowance. This is not compulsory but will safeguard against your account being disconnected. Accounts paid more than 14 days late will incur a \$2.50 administration charge. Accounts remaining unpaid for more than 3 months will incur a \$45 collection fee.

ADDITIONAL TERMS AND CONDITIONS FOR ADSL BROADBAND CUSTOMERS

ADSL connection are based on a minimum 6-month contract period. You may cancel the service at any time provided that any unused month's before the minimum period are paid plus a \$110.00 cancellation fee.

Payment is by credit card only, and the account will automatically be suspended if automated credit card payment for the monthly fee is unsuccessful.

ADSL is not a portable service. The ADSL provided is for the telephone number and cannot be moved. If you move premises the service needs to be cancelled and a new order placed for the new location. The individual service is only provided if the end user continues to use the same phone line and number.

ADSL can be effected by changes made to the customer's voice service, and Apex Internet is not responsible for any problems associated with the ADSL service resulting from changes made by customers to their voice service.

ADSL usernames are permanent and cannot be changed as they are linked to the telephone number.

Customer is not to contact Telstra or any 3rd party in relation to the ADSL service. Apex Internet support should be the first point of contact for difficulties with the ADSL product. ADSL products do not have a guarantee and data throughput, delay or packet loss ratio. ADSL is an over-subscribed service aimed at the average DSL user, not a premium service at a low cost.

During the installation of the ADSL service, you may experience short service disruption to your voice line. Apex Internet is not responsible for any loss occurred as a result of this. ADSL cannot make some Telstra products incompatible with the telephone service; Apex Internet is not responsible for any problems arising from Telstra products no longer working after their installation of ADSL. It is the customer's responsibility to check the suitability of ADSL with their current requirements with Telstra beforehand.

APEX Internet cannot make any guarantee that the ADSL application will be successfully provisioned by Telstra and/or other 3rd party's. This agreement does not imply that APEX Internet will provide an ADSL service if the application is rejected by other parties.

APEX Internet cannot guarantee a time frame for the application due to their involvement of other 3rd parties; however this is usually around 5 working days.

This agreement must accompany a completed and signed application form.

I understand the terms and conditions printed above.

Name _____

Signature _____



ADSL Plans

APPLICATION FORM

ADSLPlans

APPLICATION FORM

choose your plan

Please choose your plan and subscription period from the list below

Note: ALL ADSL PLANS HAVE A ONCE OFF SETUP FEE OF \$135 AND IF YOU CHANGE PLANS, THERE WILL BE A \$60 PLAN CHANGE FEE

additional information

How did you find out about APEX?

What is your operating system?

Note: YOU MUST READ AND SIGN ALL TERMS AND CONDITIONS OVERLEAF

TO ACCESS THE INTERNET VIA ADSL, AN ADSL MODEM or ROUTER IS REQUIRED.

Please enquire at APEX for any assistance or if setup is required.

customer details

NOTE: To help speed up your application please enter the following data as it appears on your telephone account

FULL NAME

BUSINESS NAME (if applicable)

HOME PH

MOBILE

WORK PH

FAX

ADDRESS

POST CODE

your phone number

note: the phone number to be connected to your ADSL

choose your email

note: your email address will be in the format @apex.net.au

choose your password

note: should contain a combination of numbers and letters

8 characters or less

Additional email addresses are available upon request

customer agreement

BY USING SERVICES PROVIDED BY APEX INTERNET, I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. (a copy of the Terms and Conditions are available upon request and also available on the web at www.apex.net.au/legal)

SIGNATURE

DATE

*Conditions apply.

APEX Internet

6 Lonsdale Street, PO Box 5118, BRADDON ACT 2612

Tel 02 6247 2000

Fax 02 6247 2711

Email info@apex.net.au

Web www.apex.net.au

payment options

Cash / Cheque / Money Order / EFTPOS (6 Months in advance)

Please make cheques/money orders payable to APEX Internet. Payment in advance.

BANKCARD / MASTERCARD / VISA / AMERICAN EXPRESS

If you pay by credit card you will be automatically debited for the cost of your nominated Access Plan plus any other charges you incur while using the Service. Your Access Plan will be renewed continuously every time it expires and your credit card will be charged automatically for the cost of the Access Plan until such time as you, the Customer, notifies APEX Internet that you no longer require the Access Plan or wish to change to a different Access Plan*.



Invoices are sent out via email. Paper invoices are available upon request.

CARDHOLDER'S NAME

CARD NUMBER

□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
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CARDHOLDER'S SIGNATURE

EXPIRY DATE

□	□	□	□
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ADSL plans

ADSL 256k	-	ASK ABOUT OUR NEW TAILOR ADSL PLANS	-	CALL 62472000
ADSL 512k	-	ASK ABOUT OUR NEW TAILOR ADSL PLANS	-	CALL 62472000
ADSL 1500k	-	ASK ABOUT OUR NEW TAILOR ADSL PLANS	-	CALL 62472000

PLEASE WRITE DOWN SELECTED PLAN / PERIOD / PRICING HERE _____