

Schedule of Fees and Charges

Note: all prices/charges include 10% Goods and Services Tax (GST).

Connection Fee \$20.00

When this Applies:

This only applies to customers when establishing a NEW APEX account on all Plans

Additional Information:

This is a once off joining fee

Account on Hold \$5.00

When this Applies:

An internet account can be placed on hold at any period during their desired access plan for a maximum of 3 months

Additional Information:

To put an account on hold, one must fill out the Online form:

http://www.apex.net.au/APEX_HOMEPAGE/Members/members_zone/members.html
or email accounts@apex.net.au

CHOOSING

THE RIGHT PLAN FOR YOU

Dial-Up Access



DIAL-UP PLANS

If you're a light to medium user, business user or need the highest quality service, you should choose one of the premium plans. The premium plans will give you no engaged signals, high speed access at all hours of the day and no session limits. Premium plans will give you smooth fast internet access every time you need it.

The Premium Plans have:

- \$20 joining fee for new customers
- no busy signals
- news group access
- long session limits
- Access to APEX's online email system
- 10 e-mail address's
- 25mb space for a personal web page
- Usage subject to APEX's Fair Use Policy

Flexi 10 - 10 Hours & Unlimited MB

Payment in advance. \$1.50 per additional hour will be charged

\$5.95 per month

Flexi 30 - 30 Hours & Unlimited MB

Payment in advance. \$0.90 per additional hour will be charged

\$14.95 per month

Flexi 60 - 60 Hours & Unlimited MB

Payment in advance. \$0.90 per additional hour will be charged

\$21.95 per month

Flexi 100 - 100 Hours & Unlimited MB

Payment in advance. \$0.60 per additional hour will be charged

\$24.95 per month

Easy 700 - 700MB & Unlimited Hours

Payment in advance. 22cents per additional MB will be charged

\$23.95 for 1 month

\$258.66 for 12 months (10% off)

BLOCK PLANS

If you're a light to medium user, business user or need the highest quality service, you should choose one of the premium plans. The premium plans will give you no engaged signals, high speed access at all hours of the day and no session limits. Premium plans will give you smooth fast internet access every time you need it.

The Block Plans have:

- \$20 joining fee for new customers
- no busy signals
- news group access
- long session limits
- Access to APEX's online email system
- 10 e-mail address's
- 25mb space for a personal web page
- Usage subject to APEX's Fair Use Policy

Block 75 - Unlimited MB & 75 Hours

Payment is required in advance

Hours and megabytes must be used within 1 year.

When 75 Hours or 1 year is reached, the plan re-subscribes automatically.

\$49.95 per year

Block 150 - Unlimited MB & 150 Hours

Payment is required in advance

Hours and megabytes must be used within 1 year.

When 150 Hours or 1 year is reached, the plan re-subscribes automatically.

\$79.95 per year

Block 300 - Unlimited MB & 300 Hours

Payment is required in advance

Hours and megabytes must be used within 1 year.

When 300 Hours or 1 year is reached, the plan re-subscribes automatically.

\$109.95 per year

MAXIMUM PLANS

The 'Maximum Plans' are not the same quality as the 'Premium Plans'.

The obvious difference is price.

MAXIMUM plans are much cheaper for the high-volume user.

The Maximum Plans have:

- \$20 joining fee for new customers
- 12 hour session limits
- Access to APEX's online email system
- 10 e-mail address's
- 25mb space for a personal web page
- Usage subject to APEX's Fair Use Policy

THE FOLLOWING PLANS ARE ONLY AVAILABLE FOR CREDIT CARD CUSTOMERS

Max Unlim - Unlimited MB & Unlimited Hours

Payment in advance

\$28.95 per month

THE FOLLOWING PLANS ARE ONLY AVAILABLE FOR CASH CUSTOMERS

Max Unlim - Unlimited MB & Unlimited Hours

Payment in advance

\$86.85 for 3 months in advance

All Prices Include Goods and Services Tax (GST)

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 to the customer through dial-up or Broadband connection the use of which is governed by these terms and conditions. "User ID" 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 pricing plan you select. You must notify APEX Internet in advance when the account or Service is no longer required. Until this notice is given, you will still be incurring monthly and any other contractual charges.

FAIR USE POLICY (applies to dial-up plans) 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 also reserves the right to limit customers connection speed without notification if its deemed to be a serious burden on the network.

OUR RESPONSIBILITIES We provide you with the Service and with an Account, User ID 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 disruptions in the Service or problems with the Service, is limited, at 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 User ID 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 warranties 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 laws 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 onto 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 weeks prior notice that they wish the Service to be terminated. Seven days notice is essential otherwise 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 the 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 Debit as soon as the Included Data Allowance is passed. If a Cash Account is in Debit for more than \$20 or 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 BROADBAND CUSTOMERS All usage made under the Service must be paid for including any excess usage. CUSTOMERS ARE ADVISED THAT BROADBAND INTERNET CONNECTIONS ARE FAST CONNECTIONS AND CAN POTENTIALLY DOWNLOAD DATA VERY QUICKLY WHICH CAN RESULT IN HIGH COSTS. THE CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL USAGE THROUGH THEIR CONNECTION AND IS RESPONSIBLE FOR CHECKING AND MONITORING THEIR OWN USAGE.

TERMINATION We reserve the right to terminate the Service to you without notice if you abuse the Service. What constitutes "abuse" will be entirely determined by us. Bulk unsolicited e-mail/news postings are not allowed and are just cause for termination. Any material which causes excessive traffic or results in our links being flooded will be removed or stopped.

MISCELLANEOUS This agreement is governed by the laws in force in the Australian Capital Territory and each party hereto submits to the exclusive jurisdiction of the courts of the Australian Capital Territory. Apex Internet reserves the right to modify the terms and conditions from time to time.

APEX INTERNET

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Dial-upPlans APPLICATION FORM

