



# FutureWeb Pty Ltd

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## Shaped ADSL Plans

| ADSL Plans              | Speed<br>(Down/Up)    | Incl. MB<br>Peak   | Off-Peak<br>MB | Plan<br>Type       | Monthly Fee |
|-------------------------|-----------------------|--------------------|----------------|--------------------|-------------|
| B256-500MU <sup>†</sup> | 256/64K               | 500                | Unrated        | Usage <sup>†</sup> | \$42.45     |
| B256-1GU <sup>†</sup>   | 256/64K               | 1,000              | Unrated        | Usage <sup>†</sup> | \$43.95     |
| B256-Unlimited          | 256/64K               | Unlimited          | Unrated        | Shaped             | \$53.95     |
| B1500-2GU <sup>†</sup>  | 1.5M/256K             | 2,000 <sup>†</sup> | Unrated        | Usage <sup>†</sup> | \$48.95     |
| B1500-10G               | 1.5M/256K             | 10,000             | Unrated        | Shaped             | \$52.95     |
| B1500-25G               | 1.5M/256K             | 25,000             | Unrated        | Shaped             | \$56.95     |
| B1500-50G               | 1.5M/256K             | 50,000             | Unrated        | Shaped             | \$62.95     |
| B1500-100G              | 1.5M/256K             | 100,000            | Unrated        | Shaped             | \$70.95     |
| B1500- Unlimited        | 1.5M/256K             | Unlimited          | Unrated        | Shaped             | \$103.95    |
| B8000-2GU <sup>2†</sup> | 8M/384K <sup>1</sup>  | 2,000              | Unrated        | Usage <sup>†</sup> | \$52.95     |
| B8000-10G <sup>2</sup>  | 8M/384K <sup>1</sup>  | 10,000             | Unrated        | Shaped             | \$58.95     |
| B8000-25G <sup>2</sup>  | 8M/384K <sup>1</sup>  | 25,000             | Unrated        | Shaped             | \$62.95     |
| B8000-50G <sup>2</sup>  | 8M/384K <sup>1</sup>  | 50,000             | Unrated        | Shaped             | \$68.95     |
| B8000-100G <sup>2</sup> | 8M/384K <sup>1</sup>  | 100,000            | Unrated        | Shaped             | \$76.95     |
| B8000-250G <sup>2</sup> | 8M/384K <sup>1</sup>  | 250,000            | Unrated        | Shaped             | \$103.95    |
| B2+E-2GU <sup>3†</sup>  | 24M/800K <sup>1</sup> | 2,000              | Unrated        | Usage <sup>†</sup> | \$48.95     |
| B2+E-10G <sup>3</sup>   | 24M/800K <sup>1</sup> | 10,000             | Unrated        | Shaped             | \$53.95     |
| B2+E-25G <sup>3</sup>   | 24M/800K <sup>1</sup> | 25,000             | Unrated        | Shaped             | \$57.95     |
| B2+E-50G <sup>3</sup>   | 24M/800K <sup>1</sup> | 50,000             | Unrated        | Shaped             | \$62.95     |
| B2+E-100G <sup>3</sup>  | 24M/800K <sup>1</sup> | 100,000            | Unrated        | Shaped             | \$70.95     |
| B2+E-250G <sup>3</sup>  | 24M/800K <sup>1</sup> | 150,000            | Unrated        | Shaped             | \$99.95     |
| B2+10G <sup>2</sup>     | 24M/800K <sup>1</sup> | 10,000             | Unrated        | Shaped             | \$66.95     |
| B2+25G <sup>2</sup>     | 24M/800K <sup>1</sup> | 25,000             | Unrated        | Shaped             | \$70.95     |
| B2+50G <sup>2</sup>     | 24M/800K <sup>1</sup> | 50,000             | Unrated        | Shaped             | \$75.95     |
| B2+100G <sup>2</sup>    | 24M/800K <sup>1</sup> | 100,000            | Unrated        | Shaped             | \$83.95     |
| B2+250G <sup>2</sup>    | 24M/800K <sup>1</sup> | 150,000            | Unrated        | Shaped             | \$113.95    |

Excess data on Usage Plans is charged at \$2/GB, Shaped Plans are slowed when monthly data threshold is exceeded.  
Peak hours are between 8:00am and 11:59pm, Off-Peak hours are between 12:00am and 7:59am

| Additional Requirements  | Price             |
|--|-------------------|
| <input type="checkbox"/> Single Port modem-router / 4-port modem-router (with Line Filter) | \$55.00 / \$77.00 |
| <input type="checkbox"/> Additional Line Filter – Qty: _____                               | \$14.30           |
| <input type="checkbox"/> Courier Delivery – Gold Coast / Elsewhere                         | \$10.00 / \$14.95 |

<sup>1</sup> Actual speed depends on line quality, distance from the exchange, modem, and other factors. Line speed cannot be guaranteed.

<sup>2</sup> Metro Pricing, Regional areas should add \$13.20 (this is subsidised by FutureWeb).

<sup>3</sup> Enhanced Plans (high-speed, lower-cost) are available at over 375 (but not all) exchanges.

### Notes:

- Peak hours are between 8:00am and 11:59pm, Off-Peak hours are between 12:00am and 7:59am
- A set-up fee of \$88 applies to all plans, or \$44 if "churning" from another provider.
- A change of plan (Line Speed or Included Data) will incur a fee of \$44.
- Data uploaded to data downloaded is not to exceed a ratio of 3:1, respectively.
- Port 25 blocked to minimise spam or inadvertent Open-Relay SMTP traffic. FutureWeb's provider reserves the right to block any other port it deems necessary to ensure continued optimum network performance. Port 25 can be unblocked for customers selecting a Fixed IP Address.
- A Dynamic IP Address is supplied with all Plans. A Static IP Address is an additional \$7.70 per month.
- Minimum contract period is six months, cancellation within this time will incur an \$88 Early Termination Fee.

**Name on Telephone Bill:** . . . . .  
**Street Address:** . . . . .  
**City:** . . . . . **State:** . . . . . **Postcode:** . . . . .

**Name of FutureWeb Account Holder (if different):** . . . . .  
**Postal Address (if different):** . . . . .  
**City:** . . . . . **State:** . . . . . **Postcode:** . . . . .

**Home Phone:** ( . . . . . ) . . . . . **Business Phone:** ( . . . . . ) . . . . .  
**Fax:** ( . . . . . ) . . . . . **Mobile Phone:** . . . . .  
**Phone number of line for service to be installed:** (   )     -

**Operating System:**       Windows 2000       Windows XP       Windows Vista  
 Windows 7       Unix       Mac OS

**Email Address:**                 @futureweb.com.au

Must be at least 3 characters and not more than 12. Normally a nickname, part of a name or business name.

**Password:**

Must be at least 6 characters and not more than 12. Passwords are in lower case.

Bankcard    MasterCard    Visa    Amex    Cheque    Invoice (Corporate / Government Only)

**Name on Card:** . . . . . **Expiry Date:**   -

**Credit Card Number:**

**Cardholder's Signature:** . . . . .

**Driver's Licence Number:** . . . . . **State where licence was issued:** . . . . .

**Notes:**

- A set-up fee of \$88 applies to all plans.
- "Shaped" Plans will be slowed to 64Kbps/64Kbps for the remainder of the month after the download limit is reached.
- "Usage" Plans are not automatically shaped, downloads in excess of the monthly quota data is billed at \$2 per GB.
- Shaped plans are payable in advance, either by credit card on a monthly basis, or quarterly via cash, cheque or money order. Plans with "Usage" Plans are payable via credit card only on a monthly basis.
- A change of plan (Line Speed or Included Data) will incur a fee of \$44.
- Two e-mail addresses are included, additional email addresses available at \$22/annum per address.
- Six month minimum contract. Disconnection prior to completion of the contract will incur a \$88 fee.
- First level support is provided by FutureWeb. Fault reporting or support requests to a third party attracts a \$175 fee.
- All plans are subject to availability. Please allow Telstra 5-20 business days to provision ADSL on your phone line.
- A Dynamic IP Address is supplied with all Plans. A Static IP Address is an additional \$7.70 per month.

**Terms and Conditions**

In the following Terms and Conditions, the COMPANY refers to FutureWeb Pty Ltd or its subsidiary businesses. The CUSTOMER refers to the signatory or their associated business. The signatory must be the telephone line account holder or an authorised representative.

**I understand and acknowledge that:**

- The Customer must comply with the “Acceptable Use Policy” of the Company’s and that of other network systems that are accessed indirectly or directly (<http://www.futureweb.com.au/AccUsePolicy.htm>).
- The Company reserves the right to suspend or terminate, with or without notice, any Customer’s account which, in the Company’s opinion, is directly or indirectly involved in activities which are detrimental to the Company’s Internet service or jeopardise the use of the Company’s service or its performance for other customers or how the wider community will perceive the Company. This includes, but is not limited to ‘spamming’ e-mail or forwarding ‘spammed’ e-mail to other Internet users’ e-mail addresses, Customers listed or who cause the listing of the Company or its customers on any Real-time Black List, e-mail bombing and the use of bulk e-mail programs to unsolicited recipients, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups and other online facilities.
- The Company assumes no responsibility or liability arising either from the content or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information accessed. The Customer is prohibited from posting or transmitting any unlawful, threatening, libellous, offensive, obscene, scandalous, inflammatory, pornographic, or other materials that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.
- The Customer is responsible, for all charges in respect of the use of the ADSL services whether or not such usage was authorised. It is the Customer’s responsibility to maintain the security of the means of access to the ADSL services and to ensure unauthorised use does not occur.
- The Customer agrees to pay all set-up, access and usage charges (where applicable) and any other charges related to the service chosen by the Customer by cheque or credit card, once the ADSL line has been confirmed as available. Shaped plans are payable in advance either by credit card on a monthly basis, or quarterly via cash, cheque or money order. Plans with a data limit are charged via credit card only on a monthly basis, monthly fees in advance and data in arrears. Accounts in dispute must be paid on time and a refund will be made if dispute is resolved in The Customer’s favour.
- Access fees will be charged in advance on the first day of the month. Monthly charges will also include any excess download charges or other fees payable from the previous month (where applicable). Any additional download charges or outstanding fees due at the time of termination MUST be paid at the time of Termination.
- Minimum contract term is six (6) months. Termination of this contract by the Customer within this period will incur a disconnection fee. Migrating to another ADSL access plan will incur a “Change of User Access” fee. The Customer will be charged an additional Set-up fee for any changes to the address and/or phone number where ADSL is installed. The new package charges will apply from the date of the migration to the end of the initial contract period.
- If credit card details are supplied, the Company is authorised to debit that credit card for any fees as and when they fall due. If updated credit card details are provided to The Company, The Customer agrees the cardholder’s signature on the original form is binding for the new details.
- Accounts with a negative balance and no automatic debit authority from a valid credit card may be disabled without notice, if outstanding amounts are not paid by the due date.
- The Customer is required to pay for any and all charges by Internal or External collection agencies in regards to overdue monies owed to the Company by the Customer.
- The Company may increase its charges by any new or increased Government taxes, charges, fees, or duties.
- In some cases it may not be possible to provide the ADSL service and in such an event both parties will be released from their obligations under these Terms and Conditions and the Company will have no liability to the Customer. The Customer accepts that some services offered by the Third Party Carrier’s Network infrastructure are incompatible with the ADSL service and may not be available to the Customer, after connection to the ADSL Network. The Customer acknowledges that third party monitoring services such as alarm monitoring will be affected and that any third party provider of such a service connected to the proposed ADSL line have been informed.
- The Customer acknowledges that the Company cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within the Third Party Carrier’s Network infrastructure.
- The ADSL service is used at the Customer’s own risk and the Company takes no responsibility for any data downloaded and/or the content stored on the Customer’s computer. The Customer agrees not to make any claim against the Company, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the ADSL service.
- The Company will use its best endeavours to make the ADSL service available to the Customer 24 hours a day, 7 days a week. The Customer acknowledges that the Company cannot guarantee uninterrupted service, the speed, performance or quality of the ADSL service. The Customer further acknowledges that the ADSL service is not fault free and there may be interruptions and/or access problems from time to time as the Company depends on the performance of Third Parties over which the Company has no control and therefore can accept no liability for problems that may arise from the service.
- The Customer is not permitted to on-sell any services or data provided to them via the Company’s ADSL link. This includes but is not limited to situations such as an Internet Café, wireless networks, web servers, news services or multiple businesses via a single connection, unless previously agreed to by the Company.
- The Customer agrees to direct all queries regarding faults and outages of the ADSL service to the Company’s Technical Support. The Customer is liable for any charges relating to enquires to Third Party service providers or Telstra. The Company will invoice the Customer for any cost incurred by the Customer calling any Third Party service provider for help or queries relating to the ADSL service.
- If the Customer supplies their own ADSL modem or router they are solely responsible for its maintenance and configuration. If the Company supplies the ADSL modem or router, it will be pre-configured by the Company’s personnel. Equipment provided by the Company to the Customer is covered by a one (1) year return to base warranty. Where it is found that the Customer has tampered with a Company supplied ADSL modem or router and reconfiguration is required, a service charge may be payable before repairs will be made.
- The Company reserves the right to change these Terms and Conditions without notice to the Customer.
- This contract will be ongoing until terminated by either party giving fourteen (14) days notice in writing. If the Customer terminates this Agreement before the expiry of the initial contract period, the Customer will be liable to pay the Disconnection Fee.

**By signing this form I understand and accept the above Terms and Conditions and agree to a minimum six (6) month contract from the date of commencement of the service.**

**Account Holder’s Signature:** . . . . . **Date:** . . . . / . . . . / . . . . .  
 (The signatory must be the telephone line account holder or an authorised representative)