

FutureWeb Pty Ltd

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National ADSL2+ and Telephony Bundled Plans

ADSL2+ Plan	Speed* (Down/Up)	Incl. MB Peak	Off-Peak MB	ADSL Monthly Fee	Bundled# Monthly Fee
<input type="checkbox"/> HADSL2-2GU [†]	24,000/800K	2,000	Unrated	\$36.45	\$66.40
<input type="checkbox"/> HADSL2-10G	24,000/800K	10,000	Unrated	\$38.95	\$68.90
<input type="checkbox"/> HADSL2-25G	24,000/800K	25,000	Unrated	\$43.95	\$71.90
<input type="checkbox"/> HADSL2-50G	24,000/800K	50,000	Unrated	\$49.95	\$77.90
<input type="checkbox"/> HADSL2-100G	24,000/800K	100,000	Unrated	\$59.95	\$88.90
<input type="checkbox"/> HADSL2-250G	24,000/800K	250,000	Unrated	\$89.95	\$114.90

Naked ADSL2+ Plan	Speed* (Down/Up)	Incl. MB Peak	Off-Peak MB	ADSL Monthly Fee	Naked ADSL2+
<input type="checkbox"/> HADSL2-10GN	24,000/800K	10,000	Unrated	\$54.95	Slowed to 64/64K These plans remove phone services
<input type="checkbox"/> HADSL2-25GN	24,000/800K	25,000	Unrated	\$59.95	
<input type="checkbox"/> HADSL2-50GN	24,000/800K	50,000	Unrated	\$66.95	
<input type="checkbox"/> HADSL2-100GN	24,000/800K	100,000	Unrated	\$77.95	
<input type="checkbox"/> HADSL2-250GN	24,000/800K	250,000	Unrated	\$104.95	

VAS (Value Added Services) see: http://futureweb.com.au/adsl/adsl2-vas.asp for explanation					
Y/N	Unlisted Number	\$4.95/mo.	Y/N	Call Barring	\$5.50/mo.
Y/N	Voicemail	\$7.15/mo.	Y/N	View Caller ID	\$7.15/mo.
Barred Call Types					
<input type="checkbox"/> National Long Distance		<input type="checkbox"/> International		<input type="checkbox"/> Mobile	
<input type="checkbox"/> Info Calls (190x)					

Access to the following VAS are Free: Call Return, 3-way call, Send calling number, Wake Up call, Call Divert and Call Waiting

Additional Requirements	Price
<input type="checkbox"/> Four Port ADSL2+ Modem/Router with Line Filter	\$77.00
<input type="checkbox"/> Single Port ADSL2+ Modem/Router with Line Filter	\$55.00
<input type="checkbox"/> Courier Delivery – Gold Coast / Elsewhere	\$10.00/\$14.00
<input type="checkbox"/> Additional Line Filter – Qty: __	\$14.95

* ADSL2+ download speed of 24,000kbps is theoretical. Actual speed depends on line quality, distance from the exchange, brand and configuration of modem, and other factors. Line speed cannot be guaranteed.

These ADSL2+ Plans are supplied as a bundle with Telephony (includes \$29.95 per month line rental), and including Preselection of Long Distance phone calls with FutureWeb. Unbundled plans are available through alternate providers, please contact FutureWeb.

† Additional data is charged on the Usage Plan at a rate of \$2 per GB during Peak Hours (charged per MB).

Notes:

- Peak hours are between 8:00am and 11:59pm, Off-Peak hours are between 12:00am and 7:59am
- Some services, such as Priority Assist, Telstra Messagebank 101, Line Hunt and Faxstream Duet are incompatible
- All plans are subject to availability.
- Customers should check contract periods, early termination penalties and discounts with their current provider.
- 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.
- Early Termination for Bundled Plans: (within 12 months) \$19.80 per month; for Naked Plans: (within 6 months) \$88.00
- A Dynamic IP Address is supplied with all Plans. A Static IP Address is an additional \$7.70 per month

New Phone Line Existing Phone Line Existing FutureWeb Customer No.

Current Phone No: () - **Current Local Call Provider:**

Current Local Call Provider Account Number: (May result in Application rejection if incorrect)

Telephone Account Name:

Contact - Title: . . . **First** **Last** **DOB** . / . / . .dd/mm/yy

Street Address: **City:**

State: . . . **Postcode:** **MDU:** Yes/No (is this location multi-dwelling, e.g., flat/unit/office block?)

Name of FutureWeb Account (also for Phone Directory Listing):

Postal Address (if different): **City:**

State: . . . **Postcode:** **Home Phone:** (. . .) **Business Phone:** (. . .)

Fax: (. . .) **Mobile Phone:**

Activation Fee: New / Port In: Waive CSG* \$138.60 / na New or Port: Do NOT waive CSG* \$275 / \$66
Bundle/Naked Churn (current provider is Optus) \$49.50 Relocation to other address \$66

*The CSG (Customer Service Guarantee) Standard requires phone companies to meet minimum requirements for phone connections, fault rectification and appointment keeping: see http://internet.aca.gov.au/WEB/STANDARD/pc=PC_1782

I wish my Long Distance Phone Call Provider to be (for New and lines Ported from a Carrier other than Optus):
 FutureWeb AAPT Telstra Other:

A discount of \$11.00 per month on line rental is incorporated in the pricing structure if FutureWeb is chosen as your Long Distance Telephone Call Provider. You may nominate another Long Distance Provider, but you will lose the \$11.00 monthly discount.

I wish my ADSL Broadband Provider to be: FutureWeb No ADSL (Phone Only)

Customer Requested Date (CRD): / / Preferred date for transfer of services. Transfer of local calls typically takes 14-17 business days. If the nominated date is prior to the earliest provisioning date, the latter will apply.

Email Address: @futureweb.com.au

Must be at least 3 characters and not more than 12 comprised of lower case letters, and may include numbers.

Password: Must be between 6 and 12 characters, and contain three of the following: i) a lower case character, ii) an upper case character iii) a numeric character, iv) a special character, e.g., * , ! - + [{ etc.

MasterCard Visa Amex Cheque Invoice (Corporate / Government Only)

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

Credit Card Number:

Cardholder's Signature: **Driver Licence Number:** **State of Issue:**

Where a new line is required, the End User (EU) warrants that they have an operational line from the network boundary, and that they may be required to be present by appointment when the line is connected. If the line is not so connected, additional charges from the Carrier will be passed on to the EU. There will be an outage of up to 15 minutes for incoming and outgoing calls, as well as broadband when the line is jumpered for new and ported connections.

The EU agrees that CPE (Customer Premise Equipment) conform to AS/ASIF S002, S004 and AS/NZS 60950-2000 standards. The EU further agrees that line filters may need to be changed to comply with ADSL2+ which runs at a different frequency to ADSL (Telstra line filters are likely to be incompatible).

The EU is responsible for returning their telephone handset to Telstra (where applicable), else a \$88.00 fee is payable, and organising a replacement handset. Changing from your current Local Call provider may take up 5-18 business days.

As a result of changing provider any services (including any DSL/Spectrum Sharing service) associated with that telephone number will be disconnected and may result in finalisation of the customer's account for those services. Although the EU has the right to port their service number, there may be costs and obligations associated with the port which may include early termination fees and porting fees.

Some functions, facilities and/or discounts that are available through your current provider may not be available through FutureWeb and the Optus network.

Signed: **Date:** . . . / . . . /

Terms and Conditions

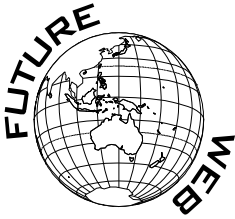
In the following Terms and Conditions, the COMPANY refers to FutureWeb Pty Ltd or its subsidiaries. The CUSTOMER refers to the signatory or their associated business. The signatory must be at least 18 years of age, and the telephone line account holder or an authorised representative.

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>) and the Company's Terms of Trade (<http://futureweb.com.au/adsl/terms.asp>)
- 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 or Telephony service or jeopardise the use of the Company's services or its performance for other customers or how the wider community will perceive the Company. This includes, but is not limited to e-mail 'spamming', Customers listed or who cause the listing of the Company or its customers on any Real-time Black List, 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, chatrooms or other online facilities, abusive, unwelcome or nuisance phone calls.
- The Company may suspend, limit or cancel the Customer's ADSL service if the data uploaded exceeds the data downloaded AND the total of uploaded and downloaded data exceeds 30GB in a month. Such action will only be undertaken if requested by the Company's wholesaler.
- 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 communicating 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 Telephony or 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 services and to ensure no unauthorised use occurs.
- 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, once the Telephone 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 your favour.
- Access fees will be charged in advance on the first day of the month. Monthly charges will also include excess data charges, phone calls, or other fees payable from the previous month (as applicable). Any charges due at the time of termination MUST be paid at the time of Termination.
- Minimum contract term for the Telephone Line Rental is twelve (12) months. Termination of this contract by the Customer within this period will incur an Early Termination fee. Migrating to another ADSL access plan will incur a "Change of User Access" fee.
- The Customer will be charged a Relocation Fee for any changes to the address and/or phone number where the service(s) is/are installed. The minimum contract term for Telephone Line Rental at the new premises shall be twelve (12) months. If ADSL is not available at the new address, Early Termination fees may apply.
- If the Customer preselects another carrier as their Long Distance Provider, they will lose the \$15 per month Long Distance Preselection discount.
- 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 may be disabled without notice, if outstanding amounts are not paid by the due date. Accounts in arrears for more than 30 days may be suspended without notice. The Customer is responsible for any reconnection fees. Early Termination fees may apply if services are disabled within the minimum contract period.
- 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 Telephony, or ADSL Bundled service. 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 Telephony and/or ADSL service and may not be available to the Customer, after connection to the Network. The Customer acknowledges that third party services such as alarm monitoring or Digital TV, may be affected and that any third party provider of such a service connected to the proposed telephone 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 Telephony and/or 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 Telephony and/or 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 Telephony and/or ADSL service. The Customer further acknowledges that the Telephony and/or ADSL service(s) is/are 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 Telephony nor 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. 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 Telephony and/or ADSL service.
- If the Customer supplies their own ADSL modem or Telephone handset, 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 CPE (Customer Premise Equipment) and reconfiguration is required, a service charge and/or freight may be payable.
- 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 Early Termination Fee.

By signing this form I understand and accept the above Terms and Conditions

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



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National ADSL2+ and Telephony Bundle Check List

This checklist does not form part of the ADSL2+ and Telephony Application Form, and does not have to be returned. It is provided for informational purposes only, but it is strongly recommended that these items are verified to avoid unnecessary delays and/or unexpected costs.

Select ADSL2+ Plan

Select VAS (Value Added Services) for Phone

In particular, whether you want your number Listed or Unlisted -- in hard copy phone directories, such as, but not restricted to, *White Pages*TM as well as online phone directories).

Calling Number Display (CND) means whether your number is shown (Sent) or hidden from (Blocked) from the party you call. It is a statutory requirement that your CND is Blocked, unless you request that it is Sent.

View Caller ID: allows you to view the number of the party calling you, if they are sending CND
Select Call Barring for International or Long Distance or Information calls or calls to Mobiles.

Check with your current call provider to ensure that you are not under contract, and that early termination or other fees will not be incurred.

In the case of a new phone line, confirm that it is trenched (connected to the inside of the house and internally to wall points).

Confirm that you have the required hardware:

ADSL2+ modem / router

ADSL2+ filters for each device plugged into the phone line (phones, faxes)

An approved telephone handset. (If you currently are renting a handset from Telstra, you need to return it to Telstra, and organise an alternate phone, otherwise you will be charged for the handset).

If you have a back-to-base alarm, Digital TV or if you have more than three handsets that will be used concurrently, you will require a Central Line Filter. It is up to you to organise purchase and installation of this.