



# FutureWeb Pty Ltd

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ACN: 078 853 424 ABN: 68 838 927 498

## Wireless Broadband - Monthly Plans

Monthly Plans	Included MB / hours	Additional MB / hours	Monthly Fee*
WBMU-200M	200 MB	8.8¢	<input type="checkbox"/> \$9.95
WBMU-1G	1000 MB	8.8¢	<input type="checkbox"/> \$16.50
WBMU-3G	3000 MB	8.8¢	<input type="checkbox"/> \$29.95
WBMU-6G	6000 MB	8.8¢	<input type="checkbox"/> \$47.95

## Wireless Broadband Pre-Paid Plans

Pre-Paid Plans	Included MB	Once-Off Fee	Expiry
WBPU-1G	1000 MB	\$27.95	30 days
WBPU-2G	2000 MB	\$37.95	30 days
WBPU-3G	3000 MB	\$49.95	60 days
WBPU-6G	6000 MB	\$69.95	60 days

\* All Plans are for a contract period of 24 months, and include a USB modem.

Pre-Paid Plans must be topped up within five days of Expiry, else the SIM is deactivated (a Setup Fee of \$16.50 is payable for the new SIM card, and freight may apply).

Early Termination	Fee
Within six months	\$88.00
7-12 months	\$71.50
13-18 months	\$49.50
19-24 months	\$33.00

Additional Requirements	Price
<input type="checkbox"/> Upgrade USB modem to Huawei E1762 (7.2Mbps)	\$33.00
<input type="checkbox"/> External Antenna	Ask
<input type="checkbox"/> Courier Delivery – Gold Coast	\$10.00
<input type="checkbox"/> Courier Delivery – National Overnight Express	\$14.00

Name: . . . . .

Street Address: . . . . .

City: . . . . . State: . . . . . Postcode: . . . . .

Postal Address (if different): . . . . .

City: . . . . . State: . . . . . Postcode: . . . . .

Home Phone: ( . . . . . ) . . . . . Business Phone: ( . . . . . ) . . . . .

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

**Operating System:**     Windows XP     Windows Vista     Windows 7     Mac OS  
Software may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4. 64-bit editions of Windows may also be incompatible with the service.

**Email Address:**               @futureweb.com.au    (3-12 characters)

**Password:**                   (6-12 characters)

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:**

- The Service is a residential grade product and applications that are sensitive to latency, jitter or packet loss, such as voice / video streaming, or require high volume continuous file transfers may be adversely affected. It is a mobility Internet access product and is not intended as a fixed broadband replacement, nor intended for mission critical applications.
- The service is not to be used for peer to peer applications.
- Maximum download speeds on the 3G/HSDPA network are 7.2 Mbps. Based on network testing, average speeds are between 500 kbps and 2.5 Mbps. Actual speeds may be slower.
- "Included Megabytes" and "Additional Megabytes" mean the total of uploaded and downloaded data. Unused data does not carry forward to subsequent months.
- Pre-paid plans expire after the period indicated. If they are not "topped up" within 5 days the SIM card is retired and a new SIM card must be purchased (a Setup fee is charged).
- If a customer on a monthly plan, uses more than 6GB in any month, the service will be suspend until midnight on the last day of that month, except for the 6GB Plan which will be suspended at 7GB.
- Two e-mail addresses are included. Additional email addresses are available at \$22/annum.
- Plans are payable via credit card only on a monthly basis. Excess data will be billed in arrears.
- Migration to a higher or lower plan incurs no charge. However, if the monthly data allowance has been exceed at the time of migration, excess charges will apply.
- All Plans have a 24 month minimum contract, an Early Termination Fee is applicable (see Page 1).
- All plans are subject to availability. Customers must check coverage maps before signing <http://www2.optus.com.au/owsq/> for a specific address or <http://www2.optus.com.au/> by Postcode.

**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 Customer 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>). A maximum usage limit of 6GB applies per calendar month, except for the 6GB Plan that has a maximum usage limit of 7GB.
- 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 sending or forwarding 'spam', 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 from the content of, 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 wireless broadband service whether or not such usage was authorised by the Customer. It is the Customer's responsibility to maintain the security of the means of access to the wireless broadband service and to ensure unauthorised usage does not occur.
- The Customer agrees to pay all set-up, hardware, access and usage charges (where applicable) and any other charges related to the service chosen by the Customer, upon submission of the Application Form. Plans with a data limit are charged via credit card only on a monthly basis, monthly fees in advance and excess data in arrears. Accounts in dispute must be paid by the Due Date, and a credit 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.
- All plans have a contract period of 24 months, an Early Termination Fee is applicable (see Table on Page 1).
- Unused usage will not be carried over to the following month. Customers may migrate to another wireless plan in the same category (Monthly or 24 Month contract) at no charge. If monthly data has been exceeded at the time of migration, excess charges will apply.
- Pre-Paid Plans may be purchased in blocks of Data. Each Pre-Paid Plan has a set period (Expiry) in which the allowance must be used. If the allowance has been depleted before the Expiry, the service becomes inactive and unused allowance is lost. Customers should top up before their allowance is depleted or their plan expires. If there is no active plan for a grace period of five days the service will be terminated. Once the service (SIM) has been terminated, it cannot be reactivated, a new plan must be purchased and a Setup Fee applies to cover the cost of the SIM card. If there is any allowance (Data) remaining when the Pre-Paid plan expires, that allowance is lost, even if a subsequent "top up" has been purchased for the service.
- The Expiry Date of a "top up" is not determined by the purchase date of the "top up". It is calculated by the start date of the plan, which is determined by i) the Expiry Date of the previous plan (top up), or ii) the date the previous plan (top up) allowance was depleted.
- Changing from a Usage Plan to a Pre-Paid Plan will incur pro-rata calculations for the recurring charges, and in addition, an Early Termination Fee may apply.
- 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.
- 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 wireless broadband 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 wireless broadband service.
- The Company will use its best endeavours to make the wireless broadband 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 wireless broadband service. The Customer further acknowledges that the wireless broadband 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 wireless broadband link. This includes but is not limited to situations such as an Internet Café, other 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 wireless broadband 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 wireless broadband service.
- If the Customer supplies their own wireless broadband modem they are solely responsible for its maintenance and configuration. A Company supplied wireless broadband modem will be pre-configured by the Company. Where it is found that the Customer has tampered with a Company supplied modem and reconfiguration is required, or the Customer requires configuration of a self-supplied modem, a service charge 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 (where applicable).

**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)