

Important Customer Information: Your Rights and Obligations

This document is a summary of the Standard Form of Agreement ("SFOA") used by InterNex Australia Pty Ltd (trading as Connexus Internet Service) ("we/us").

The SFOA is a standard form contract which applies to the provision of telecommunication services by Connexus to you. These services may include broadband internet (such as ADSL), dial up, ISDN, Domain Name Hosting, Web Hosting and any other ancillary goods or services ("Services").

The SFOA will apply to govern the provision of the Services unless we agree to provide the Services to you on the basis of any separate terms and conditions. Under Australian Law, the SFOA will apply regardless as to whether you read it or sign it.

This document is a summary of the key points arising under the SFOA and does not change the legal effect of the SFOA. A copy of the full SFOA and this summary are available from <http://sfoa.connexus.net.au> ("Website") and from our office at 3/530 Collins St Melbourne.

Our prices and charges

We will charge you a different price for each Service that we supply. A complete list of charges for our Services are included in the SFOA and are available from our Web Site. We have split our charges for each Service into various plans ("Plans").

Each plan has different features and incorporates different types of charges. Some plans incorporate fixed charges (for fixed amounts of internet access), where as some plans have hourly rates or per megabyte rates (depending on your consumption of our Services).

Charges will become payable depending upon the Plan you select. Some Plans (such as fixed plans) require charges to be paid in advance or on a monthly basis. Other Plans (such as some Casual plans) are charged based on consumption and are not payable in advance. Some Plans combine both fixed charges and consumption charges. Some Plans include the costs of connecting to our Services. Some Plans provide different charges for peak and off-peak times (peak times are usually 7am to midnight weekdays and off-peak times are all other times) or alternatively, provide a fixed megabyte download/upload limit which applies during peak or off-peak times. It is your responsibility to manage and monitor your usage.

We may also charge you for any equipment (such as ADSL modems) which we supply to you or for any other goods or services you ask us to provide. Bills will generally be issued by us on a monthly basis. Bills are generally issued by postal mail for business accounts, and e-mail for all other services. Payment is generally due within 14 days of the date of each bill. Overdue payments are payable immediately and will incur a \$5.50 late payment fee and may incur interest charged at the Westpac Banking Corporation Business Overdraft rate.

We reserve the right to cease providing you with any Services if your charges are unpaid or overdue (which includes any dishonoured cheques or reversal of any credit card payments).

Payment is accepted via cash, credit card or cheque. Some Plans require payment by credit card automatic debit. We reserve the right to charge you for Services provided in the past for which we have not previously billed or have billed erroneously.

Discounts, credits or rebates for our customers are generally not provided, but we may, in our discretion, agree to provide these in certain circumstances. The amount of discount, credit or rebate (and how it is worked out) will be determined by us at the relevant time.

All of our charges do not include charges which are payable by you to your telecommunications company (such as the cost of a phone call to connect via a dial up connection) to access our Services.

Basic terms

Each of our Plans have different features, e.g:

- Term - some Plans are based on terms of 1, 3, 6, 12, 18 months or longer, where as other Plans are based on casual usage (and have no fixed term). At the end of any fixed term, your Plan will continue on a monthly basis until terminated by either of us.

- Termination - you can terminate any of our Plans on 30 days written notice (by fax or post). If you terminate a fixed Plan before the end of its term, then a fee will be payable by you based on the pro-rata amount of time remaining on the Plan at the date of termination. This termination fee will not apply where we have given notice to you of a price increase during your fixed term (and you terminate as a result of that price increase). We can also terminate your Services if third parties (such as our suppliers) terminate the provision of their services to us.

- Termination charges - apart from the early termination of a fixed term plan, there are no other termination fees payable.

- Renewal - each of our Plans will automatically renew on a monthly basis following their conclusion.

Variation

We may vary our SFOA or any of our prices by providing notice to you in writing or including the variations with our monthly billing statement. We will not vary our SFOA without providing prior notification to you, publishing the changes in a newspaper or fulfilling our other requirements under the Telecommunications Act.

Where we increase our prices during a fixed term contract or during any period for which you have prepaid your use of our Services, we will provide you with at least 21 days notice before the increase takes effect. You will also have the right to terminate your fixed term contract if you provide us written notice within 14 days following your receipt of our price increase notification. Copies of variations to our pricing or our SFOA will be available from our Website.

Your rights and remedies

If we supply any goods or services to you, then you will have the benefit of any warranties provided under the Trade Practices Act 1974 (Cth) or any other relevant state law (such as the Fair Trading Act or Goods Act of each state). Where we supply goods to you (ie. modems), then the manufacturer's warranty will apply.

You have 60 days from the date you receive your monthly billing statement to dispute your bill. All disputes must be lodged in writing to us by email, fax or post. If you lodge a dispute, you must continue paying all undisputed charges until we resolve the dispute.

Any other complaints or faults should be first reported to our help desk via phone or email. If our help desk cannot resolve a complaint to your satisfaction, you should ask to speak to our help desk supervisor who will pass on your complaint to the most appropriate person.

You have rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999. Under this legislation, the Australian Communications Authority may make performance standards which we and other telecommunications providers must comply with. You are also entitled to take your complaint to the Telecommunications Industry Ombudsman, who will deal with it at no charge if you have been unable to resolve your dispute with us. You may also complain to the office of fair trading (or any equivalent office) in your state or territory.

Privacy and personal information

We may collect information about you for the purposes of providing you with our Services. We may pass this personal information onto third parties where they require your personal information to assist us in providing our Services. We may also pass your personal information onto credit providers or credit reporting agencies, for the purposes of determining your credit worthiness, as permitted under the Privacy Act.

Cooperation

You must give us all reasonable cooperation in order to provide our Services to you and rectify any faults.

Policies

We maintain a number of policies governing the use of our Services. These include our acceptable use policy and privacy policy. All of these are available from our website. Breaching these policies may result in the termination of your use of our Services.

Limitation of liability and indemnity

Generally, the use of our Services is at your own risk, and our SFOA limits our liability to you as permitted by law. The SFOA also requires you to indemnify us and our suppliers for any breach of our SFOA or our acceptable use policy.

If you have any queries in respect of our SFOA or the above, please write to us at PO Box 193, Collins Street West, Melbourne VIC 8007.