

Broadband ADSL and Landline Phone Terms & Conditions

1 Your obligations

1.1 We will provide you with the Service and will use reasonable care and skill in doing so. In order for us to provide you with the Service, there are things that we need to ask you to do. These are that you:

(a) ensure your PC (or, if you are a Group Administrator, your Group Members' PC) meets the requirements set out on KORPCOM Australia's Website at <http://www.korpc.com.au> listed in the FAQ's section.

(b) meet the terms (or, if you are a Group Administrator, ensure that your Group Members comply) of the Acceptable Use Policy and you agree to be bound by it;

(c) not use, attempt to use or allow others to use the Service in a way that, in KORPCOM's reasonable opinion, significantly interferes with other customers' use or enjoyment of the Service or interferes with our efficient or proper operation of the Service.

(d) pay all fees and charges associated with your use (or, if you are a Group Administrator, your Group Members' use) of the Service, in accordance with clause 2;

(e) make sure you (and, if you are a Group Administrator, your Group Members) keep your account information, password, data and Equipment secure;

(f) regularly check your email address that we have allocated to you for messages about your Service;

(g) receive our newsletters, Ponderings, when issued by KORPCOM;

(h) ensure that any Additional Users comply with the Acceptable Use Policy; and

(i) ensure that any equipment provided by you (or, if you are a Group Administrator, your Group Member) does not damage the Service or the Broadband Transmission Facilities.

1.2 There are certain things that, despite our best efforts, we cannot guarantee or provide in relation to the Service. This means we have to ask you to acknowledge each of the following:

(a) We will use reasonable care and skill in providing the Service and will provide the Service in accordance with this Agreement. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, accessible at all times or fault-free.

(b) We may not be able to meet a request from you to provide detailed information about your usage (or, if you are a Group Administrator, your Group Members' usage) of the Service (for example, information about what sites were visited and when).

(c) We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. We may monitor use of the Service to see whether you (or, if you are a Group Administrator, your Group Members) are complying with the Acceptable Use Policy or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Acceptable Use Policy or any other policy that applies to anyone using services that we provide to them.

(d) Where you (or, if you are a Group Administrator, your Group Member) provide your own wireless PC connection device, you are responsible for any loss caused by an unauthorised interception of your Service.

(e) We are not responsible for any loss caused by equipment provided by us or by someone other than us.

(f) We do not warrant that we will be able to supply Services and we are not liable for any failure to provide all or part of any of the Services, but, to the extent and to the standard that Carriers

provide Services to us, those Services will be provided by us to you. When your connection is disrupted, we will do our best to reinstate our Services to you as soon as we can.

(g) Unless otherwise stated in the schedule to this agreement, we reserve the exclusive right to provide you with all telephone and broadband services from the date of this agreement.

(h) We are unable to switch your Telephone and ADSL Broadband Service to KORPCOM if your telephone lines are Optus cable telephone lines. KORPCOM operates its telephone services via Telstra telephone lines. Please ensure that your telephone lines are standard Telstra telephone lines before joining KORPCOM.

1.3 The ADSL Service works off a fixed telephone line and it is important for you to understand that an ADSL Service can sometimes affect the fixed telephone line. If your Service is an ADSL Service, we ask that you:

(a) warrant that:

(i) you (or, if you are a Group Administrator, your Group Member) are the legal lessee of the standard fixed telephone service connected to KORPCOM's network to which the Service will be connected (the "relevant telephone service"); or

(ii) if you (or, if you are a Group Administrator, your Group Member) are not the legal lessee of the relevant telephone service, you (or your Group Member) have obtained the legal lessee's permission to connect the Service;

(b) acknowledge that:

(i) if the relevant telephone service is disconnected, your ADSL Service may be disconnected (and this Agreement may be terminated), in which case you may have to pay us the Cancellation Fee;

(ii) the installation of your ADSL Service may cause minor disruptions to the relevant telephone service;

(iii) there may be minor disruptions to the ADSL Services; and

(iv) you (or, if you are a Group Administrator, your Group Member) may not be able to access some other products and services that are incompatible with your ADSL Service.

1.4 As a customer of Korpcom Australia Pty Ltd these terms and conditions form the basis of our agreement with you.

1.5 Our agreement with you also includes your written or telephone recorded application or order form which you complete and provide to us. We may accept and rely on facsimile copy of the written application or order form as if it was an original. You will be bound by a facsimile copy of the application or order form as if it was an original.

1.6 Our agreement with you also includes our currently applicable price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price list are available from us, upon request.

1.7. We do not tolerate any behaviour we deem rude, offensive, threatening or violent towards any KORPCOM Staff. We reserve the right to not assist you if KORPCOM Staff deem you to be rude, offensive, threatening or violent towards staff. You will be warned once by Staff before a decision will be made to terminate your telephone call and further assistance.

2 Charges

2.1 As with any service provided by KORPCOM, we ask you to pay all charges for the services provided to you, regardless of whether it is you who uses them. With this Service, you are responsible for paying the charges set out in the rates and information (as amended from time to time in accordance with clause 4) for your selected broadband plan and landline service plan, starting from your Service Commencement Date and by the date specified on the invoice. You should only accept this Agreement if you agree to pay the charges set out in the KORPCOM ADSL Broadband & Landline Service rates and information.

2.2 We have chosen to structure our charges so that all monthly fees are payable in advance. Other fees and charges that are payable by you as set out in the package rates information are payable by the due date specified on the invoice. We process and issue invoices on a monthly basis.

2.3 We may allow you to choose to be billed for the Service by:

- (a) nominating a KORPCOM account against which charges for the Service will be charged; or
- (b) providing us with your credit card details for us to debit charges for the Service, if your plan permits payment via this method; or
- (c) other billing methods that we may make available from time-to-time.

2.4 We may provide you with the option to pay for your Service via credit card. If you choose to provide us with your credit card details for the purposes of paying for your Service, we may:

- (a) bill all fees and charges to your credit card on a monthly basis from your Service Commencement Date;
- (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees; and
- (d) charge any Cancellation Fee to your credit card on notice of termination.
- (e) we will bill all fees and charges payable under this Agreement to your KORPCOM account number (including any Cancellation fee).

2.5 You can enjoy pricing flexibility, by changing your selected pricing plan at any time by contacting KORPCOM. Any change to your selected pricing plan will affect your Contract Term.

2.6 The cancellation fee is the remaining monthly ADSL Broadband Charge that will be calculated from the date that your KORPCOM ADSL Broadband service is cancelled by either KORPCOM or you, until the end of your Agreement.

2.7 You agree that during the agreement to be charged for all calls made from your telephone service and/or using a 1488 access code, regardless of whether it is you who makes the telephone calls.

2.8 You agree that during the agreement to pay all charged by the specified due date.

2.9 If you dispute in good faith an amount in the account, you must notify us in writing within fourteen days setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the whole amount of each account by the Due Date.

2.10 If you do not pay the account by the Due Date, then we may charge a late fee of \$6.60 or \$11.00 GST inclusive per month on the outstanding amount of the invoice and suspend all or part of your Telephone or ADSL Broadband Services pending payment of outstanding amounts on the account. Late Fee's may also increase without notice.

2.11 If you do not pay the account by the Due Date, we also reserve the right (at our discretion) to adjust the prices you pay for the Services. All debt collection fees incurred will be charged to you.

2.12 If your account with KORPCOM is in credit, you must contact KORPCOM to seek a refund. Refunds will not be given unless the owner of the account advises KORPCOM to do so. Refunds are awarded via direct deposit into a nominated Bank Account if the refund amount is under \$20.00. Refunds over \$20.00 are awarded via Company Cheque.

2.13 You must pay all of our accounts up until the time that we stop providing the services plus any applicable cancellation fee.

2.14 You must also pay all of our accounts for any charges that we become aware of after the date of transfer that relate to the services we provided you.

2.15 In the event of non payment of your outstanding debts, KORPCOM reserves the right to take standard legal action against you to obtain all outstanding debts you owe to KORPCOM. Should KORPCOM Australia Pty Ltd commence legal action against you to obtain all outstanding debts you owe to KORPCOM, you will also be liable for all legal, admin and debt collection fees associated with any legal action against you.

3 Commencement and termination

Agreement Term & Commencement

3.1 You choose your Contract Term in your application to join KORPCOM. We ask you to note that this Telephone Service & ADSL Broadband Service Agreement commences on the following dates:

- (a) If you sign an Application Form, on the date you sign the Application Form; or
- (b) If you complete a recorded application over the telephone, on the date that you're recorded telephone application is made.

ADSL Broadband Service Commencement

3.2 We ask you to note that your ADSL Broadband Service commences on the following dates:

- (a) The date that your Broadband Service is connected by KORPCOM.

Landline Telephone Service Commencement

3.3 Your landline telephone service commences when your telephone service is churned to KORPCOM Australia Pty Limited.

Your right to terminate this Agreement

3.4 We understand that, at some stage, you may no longer wish to continue with your KORPCOM ADSL Broadband Service for a number of reasons. You may terminate your KORPCOM ADSL Broadband Service at any time by calling KORPCOM on 1300 888 983 to disconnect your service or you may switch your ADSL Broadband Service to another Company. However, if you disconnect your ADSL Broadband Service or switch your ADSL Broadband Service to another Company before the end of your Contract Term, you must pay us the Cancellation Fee, please see Point 2.6. Your telephone service will still remain with KORPCOM.

3.5 If you fail to terminate this Agreement before your Agreement ends, then this Telephone and Broadband Agreement is automatically renewed for a further consecutive period of 12 months and renewed again for a further consecutive period of 12 months thereafter. Please refer to Points 3.1(a) and 3.1(b) for an explanation of your commencement date. Your Agreement length is based on the package that you choose in your application.

3.6 If you switch any of your telephone services to another Company during your Contract Term and continue to use KORPCOM's ADSL Broadband Service, KORPCOM reserves the right to automatically switch your telephone services back to KORPCOM without notice.

Our right to terminate or suspend this Agreement

3.7 We may terminate your Service if:

(a) you are in serious breach of this Agreement; and

(b) we have notified you in writing of your breach and you have failed to remedy the breach within 30 days of our notice (if the breach can be remedied). If the breach is something which cannot be remedied, we may immediately terminate the Service with notice to you. Engaging in conduct that breaches the Acceptable Use Policy or breaching clauses of this Agreement that are not capable of remedy.

(c) you fail to pay for any of the services.

3.8 If we cancel your Broadband Service during your Contract Term, you must pay us the Cancellation Fee.

3.8 We may suspend either the Landline Telephone Service or Broadband Service before we terminate your Services.

3.9 We may terminate your Service before the end of your Contract Term if:

(a) you give us your consent;

(b) we transfer you to another reasonably comparable KORPCOM service; or

(c) a receiver or receiver and manager is appointed over any of your property or assets; a liquidator or provisional liquidator is appointed to you; you become bankrupt; you enter into any arrangements with your creditors; you assign or otherwise deal with your rights under this agreement; you cease to carry on business; or there is a material change in your direct or indirect ownership or control.

(d) you fail to pay for any of the services.

3.10 If we terminate the Service for any reason, you must still pay us for any charges incurred before the cancellation including any applicable cancellation fees.

3.11 We may also terminate the Service at any time after the expiry of your Contract Term.

3.12 We may immediately terminate this agreement by written notice at any time if, without our prior written consent: you breach any term or condition of this agreement; a receiver or receiver and manager is appointed over any of your property or assets; a liquidator or provisional liquidator is appointed to you; you become bankrupt; you enter into any arrangements with your creditors; you assign or otherwise deal with your rights under this agreement; you cease to carry on business; or there is a material change in your direct or indirect ownership or control.

3.13 We may also immediately terminate this agreement at any time by written notice if the Carriers cease to provide necessary services to us.

3.14 At certain times, we need to perform maintenance on or protect our networks to keep providing a high performing service to users. This means that we may sometimes need to suspend your Service if it is necessary for the purpose of maintenance, integrity, protection or restoration of our networks or the users of our networks. If we need to suspend your Service under this clause, we will give you as much notice as we reasonably can in the circumstances and we will endeavour to ensure that the suspension is for as short a period as is reasonably possible. At times we may not be able to give you notice.

3.15 Unfortunately, we cannot control some external events that may affect our provision of the Service to you. If a Regulatory Event occurs, we may not be able to continue providing the Service to you at all or may not be able to provide it on the same terms as set out in this

Agreement. If this happens, we will give you as much notice as we reasonably can and we may need to terminate this Agreement. You will not pay any Cancellation Fee if your Service is terminated under this clause.

3.16 If this Agreement is terminated:

(a) any software licenses granted to you under this Agreement will immediately terminate and you must return to us or destroy the Software and all copies as we direct; and

(b) you must immediately return any of our property to us.

3.17 If we terminate this Agreement or if this Agreement is terminated at your request, we later agree to provide you with the Service again, you may need to pay us a reconnection fee as per the standard rates.

4 Changing this Agreement

4.1 From time to time, we need to be able to change these terms to reflect our changing business. We can change this Agreement (including and any prices) in accordance with this clause 4.

4.2 We must give you at least 30 days' prior notice of the change, unless:

(a) we need to make the change immediately in order to act legally or the change results from changes in the law. If this is the case, we will give you as much notice as we reasonably can; or

(b) we reasonably believe the change will benefit you, has no impact on you, or has neutral impact on you. If this is the case, we can make the change and without giving you notice.

4.3 If you do not notify us of your decision to terminate this Agreement under clause 4.1 and you (or, if you are a Group Administrator, your Group Member) continue using the Service from the date on which the change comes into effect (or in the case of clause 4.3, 42 days from the date on which we notified you of the change), you will be taken to have agreed to the change.

4.4 In some cases, where we reasonably consider it necessary to improve network performance, we may need to reduce the maximum achievable speed on your high speed ADSL service for a period we reasonably consider necessary.

4.5 If we terminate this agreement in accordance with this clause and a Carrier arranges to supply you services other than through us, you acknowledge that –

(a) the Carrier may not be able to make those arrangements immediately; and

(b) once the Carrier has made arrangements, the services acquired by you from the Carrier will be acquired on the Carrier's then current tariffs and terms and conditions and the Carrier will bill you accordingly.

5 Self-installation

5.1 On delivery of your Self-Installation Kit, we ask you (or, if you are a Group Administrator, your Group Member) to check that it is unopened, and acknowledge via a recorded telephone call that it has been received.

5.2 You are (or, if you are a Group Administrator, your Group Member) responsible for installing the Broadband Transmission Facilities at the Premises using the Self-Installation Kit.

5.3 If we reasonably consider that you need professional installation of your Service and you agree, or if you request professional installation, then you will need to pay for the costs associated with the professional installation. The costs for professional installation vary are provided by KORPCOM Staff.

5.4 If you notify us that your Self-Installation Kit contains faulty components, we ask, and you agree to give us, sufficient information to assess the kit components (including allowing us to test your or your Group Member's PC to evaluate its performance). If we find that the relevant component is not faulty, we may need to charge you a service fee. We will tell you (or, if you are

a Group Administrator, your Group Member) the amount of the service fee before we test the Self-Installation Kit.

6 Ownership and use

6.1 The Broadband Transmission Facilities are an important part of our ability to provide you with the Service. This means we need to make sure that the Broadband Transmission Facilities remain our absolute property at all times.

6.2 For all purposes (including section 22(1) of the Telecommunications Act 1997 (Cth)) the boundary of our telecommunications network is the wall plate in the Premises, or any other point we may notify to you of from time to time.

6.3 To help protect our ability to provide you with the Service, you must not (and, if you are a Group Administrator, must ensure that your Group Members do not):

- (a) damage the Broadband Transmission Facilities in any way;
- (b) use or permit anyone else to use the Broadband Transmission Facilities (except to access your Service in accordance with this Agreement) without our prior permission; or
- (c) remove any marking which identifies the Broadband Transmission Facilities as belonging to us.

7 Ownership and use of the Equipment

7.1 To facilitate the supply of the Service to you, we may choose to provide Equipment to you during the term of this Agreement. If we do so, risk in the Equipment passes to you when the Equipment is delivered to the Premises.

7.2 The Equipment which is owned by us, will remain our property until the Service Commencement Date at which time ownership of the Equipment will pass to you.

7.3 To protect our interests in the Equipment which is owned by us, we ask, and you agree, that unless and until ownership of the Equipment passes to you under clause 8.2, you will not (and, if you are a Group Administrator, will ensure that your Group Members do not):

- (a) sell the Equipment; nor
- (b) damage the Equipment; nor
- (c) give a third party possession or use of the Equipment without our prior consent.

8 Maintenance of the Service

8.1 We encourage you (or, if you are a Group Administrator, your Group Member) to use our technical support services for genuine problems with your Service. We will use reasonable efforts to rectify the problem as soon as possible. However, we ask you to acknowledge that:

- (a) we do not provide technical support services for configuring your (or, if you are a Group Administrator, your Group Member) local area network to connect it to your Service, and do not provide assistance with local area network-related difficulties; and
- (b) we will only provide support for connecting your Service to a single PC (as we do not support multiple network cards and devices).
- (c) if we need to organise a Technician to attend the Premises in response to a technical support call, and we believe on reasonable grounds that there is no Service problem, or that we did not cause the Service problem, we may charge you a service fee that will be notified prior to the site visit.

9 Maintenance of the Equipment

9.1 We are pleased to stand behind the Equipment that we provide to you and any new Equipment that our authorised dealers/agents provide to you under these terms. If you obtain the Equipment from us or our authorised dealers/agents:

(a) we will service and maintain that Equipment and keep it free from any defects in workmanship and materials associated with normal use, during the Maintenance Period (subject to availability of suitable parts, components, materials and labour); and

(b) if for any reason the Equipment fails to operate within the Maintenance Period, we may at our sole discretion repair, refurbish or replace all or part of the Equipment (subject to availability of suitable parts, components, materials and labour). Replacement parts may be new or refurbished. If we give you a replacement part, you must return the replaced part to us.

9.2 From time to time we may need to remotely upgrade the Equipment connected to the Broadband network, to ensure the security, correct operation and performance of that device on the Service. During a firmware upgrade, you (or, if you are a Group Administrator, your Group Member) may experience a short service interruption.

9.3 We do need to make sure that a process is followed in relation to reporting maintenance problems and that we do not spend time maintaining Equipment that has not been used appropriately. This means that, subject to clause 9.5, we are only responsible for servicing and maintaining the Equipment under clause 9.1 if:

(a) you (or, if you are a Group Administrator, your Group Member) notify us of the defect during the Maintenance Period and follow the procedures for requesting maintenance services;

(b) the relevant Equipment was supplied by us (including new or refurbished Equipment) or new Equipment was supplied by our authorised dealer;

(c) the Equipment has been used and maintained in accordance with our instructions and has not been modified in any way; and

(d) the Equipment has only been used with our broadband network.

9.4 Also, subject to clause 10.5, we are not responsible for servicing and maintaining the Equipment under clause 10.1 if the Equipment is defective or fails to operate as a result of:

(a) any abuse, misuse, neglect, mishandling or misapplication of the Equipment; any accident by you or a third party; any improper maintenance or service; or any unusual hazards affecting the Equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);

(b) electrical supply problems or failure to provide a suitable environment for the Equipment; or

(c) any natural disaster (including, but not limited to, floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

(d) not properly maintaining the modem by switching off the power of the modem when not in use. Modems can and will overheat and can cause the internet service to not function.

9.5 The rights conferred on you under this clause 10:

(a) cease to apply if this Agreement is terminated for any reason before the end of the Maintenance Period; and

(b) are in addition to any non-excludable rights, conditions or warranties implied by law, including those under the Trade Practices Act 1974 (Cth) (subject to clause 12).

10 Liability

Our liability to you

10.1 This contract is made up of the terms that are expressly set out in this contract and those implied by laws that cannot be excluded by us. No other terms apply.

10.2 All clauses applies to you only if you are a Residential Customer.

10.3 As you have taken up the Service predominately for personal, domestic or household use, we do not accept liability for any business related losses that result from the use of the Service. However, we will accept that liability if it cannot be excluded under any legislation.

10.4 We are not liable for any loss to the extent that it is caused by you, for example, through your negligence or breach of this Agreement.

10.5 Clauses 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15 & 10.16 apply to you only if you are a Business Customer.

10.6 Given the nature of telecommunications systems (including the Service's reliance on systems not owned or controlled by us) we cannot promise that the Service will be continuous or fault free. Accordingly, we limit our liability to you for losses resulting from any interruption or delay to the Service to an amount equal to the service charges billed to you for the affected Service for the period of the interruption or delay.

10.7 We do not accept liability arising from our breach of contract or negligence:

(a) for any personal injury or death to you, your employees, agents and contractors in relation to the supply of the Service;

(b) for any damage to your real or tangible property resulting from the supply of the Service.

10.8 We also exclude all liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded as it is under this clause 10, our liability is limited to re-supplying or paying the cost of re-supplying services and repairing, replacing or paying the cost of repairing or replacing goods.

10.9 Notwithstanding anything else in this clause 10, our liability will be reduced to the extent the loss or damage is caused by you (or, if you are a Group Administrator, your Group Member), your employees, agents or contractors.

10.10 We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

10.11 We do not exclude or limit -

(a) the application of any provision of any statute (including the Trade Practices Act 1974, the Privacy Act 1988 or the Telecommunications Act 1997) where to do so would contravene that statute or cause any part of this clause 7 to be void; or

(b) direct losses and damages which arise only as a result of our gross negligence (which means where we commit an act or allow an omission to occur in reckless disregard of the consequences of the act or omission).

10.12 Except where clause 10.12 applies, we exclude all statutory liability, tortious liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the Services, any failure to supply or delay in supplying the Services or out of or relating to this agreement.

10.13 Including, but not limited to, liability for gross negligence and except to the extent of clause 7.1(a), we are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities.

10.14 Our liability to you for any breach of any implied provision of this agreement (other than an implied warranty of title) is limited, at our option, to refunding the price of the goods or Services in respect of which the breach occurred, or to providing, replacing or repairing those goods or providing those Services again.

10.15 We are not liable to you for any delay in the connection or failure in the operation of the Telephone or Internet Services.

10.16 You acknowledge that any liability of any Carrier to you in relation to the Services is governed by the terms and conditions on which that Carrier from time to time supplies that service to its own retail customers.

11 Your liability to us

11.1 You are liable to us if you breach this Agreement or act negligently under the principles applied by the courts. However, you are not liable for any loss we suffer to the extent that it is caused by us, for example, through our negligence or breach of this Agreement.

12 Information

12.1 Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the Service, and information provided by you in connection with this Agreement or the Service.

12.2 You agree that we may give Credit Information about you to a credit reporting agency to:

- (a) obtain a consumer credit report about you; or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about you.

12.3 You agree that we may (in accordance with the Privacy Act 1988):

- (a) obtain and use information concerning your commercial activities and commercial credit worthiness from a credit reporting agency or other business that reports on commercial credit worthiness to assess your application for the Service (if the application is for consumer credit) or the collect overdue payments;
- (b) obtain or use a consumer credit report about you from a credit reporting agency to assess your application for the Service (if it is for commercial credit) or collect overdue payments; and
- (c) disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the Service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.

12.4 We may send our monthly newsletter, Ponderings, to you via email or standard mail each month. Ponderings will contain information relating to the Service and may also contain information about KORPCOM and/or new products and services offered by KORPCOM that may be of interest or benefit to you.

13 Transferring your Service or this Agreement

13.1 Your rights under this Agreement belong to you alone. You may not transfer your rights and obligations in respect of the Service or this Agreement without our prior consent. Our consent will not be unreasonably withheld.

13.2 From time to time, we may need to ask another party to provide some aspect of the Service to you. We may transfer or novate any of our rights or obligations under this Agreement to a

reputable, credit worthy third party who agrees to be bound by our obligations under this Agreement. We will notify you if this happens.

13.3 At your request, we may change the place at which the Service is provided, if we are able to. You may need to pay a charge for installing the Service at the new address and you (or, if you are a Group Administrator, your Group Member) may experience some delays as a result of a change of address. We cannot guarantee that we will be able to provide the Service at the new place nor take responsibility for any delays. If this is the case, we will tell you before installing the Service at the new address.

14 Taxes

14.1 The charges in the rates information include all taxes. You must pay us any applicable taxes that we include as part of your invoice for the Service. Applicable taxes may include any stamp and other duties, fees, taxes (including GST) and charges relating to your purchase of any Equipment, this Agreement or the performance of this Agreement, and any other transaction arising out of this Agreement.

14.2 GST may be imposed on a supply we make to you under this Agreement. Unless the consideration payable for the supply is expressed to include GST you must pay us an additional amount to cover the GST. We will issue a Tax Invoice to you for any supply on which GST is imposed. GST may be imposed on a supply we make to you under this Agreement. Unless the consideration payable for the supply is expressed to include GST, you must pay us an additional amount to cover the GST. We will issue a Tax Invoice to you for any supply on which GST is imposed.

14.3 In this clause 14, "GST" and "Tax Invoice" have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

15 General Terms

15.1 Neither party waives any of its rights under this Agreement merely because it does not exercise them, or there is a delay in our exercising them.

15.2 This Agreement is governed by the laws of the Australian State or Territory in which you are connected to the Service.

15.3 Clauses 2, 4, 6, 7, 8, 10, 11, 12, 14, 17 and 18 survive termination of this Agreement (regardless of any other clauses that may survive termination).

15.4 If we need to notify you of any matters relating to the Agreement we ask, and you agree, that we may use post, fax, or email to the default email address we allocated to you. You must regularly check any email address that you provide to us.

15.5 If you acquire the Service through a Retailer or Agent, we ask you to acknowledge that:

(a) the Retailer or Agent may act as our mediator for the purposes of receiving a copy of this Agreement signed by you and providing it to us; and that

(b) the Service is provided by us and not by the Retailer or Agent.

(b) be entitled to receive any refunds, rebates or credits in relation to the Service. Any applicable refunds, rebates or credits will be paid to your account; or

(c) be permitted to perform certain tasks in relation to the Service, including (but not limited to), changing the pricing plan, moving (relocating) the Service to another address and purchasing additional services and additional mailboxes (unless your Group Administrator has enabled these permissions).

16 Mail Limits

16.1 We set limits on the size of emails sent to or by you using your KORPCOM email account, the period for which email messages can be stored on KORPCOM servers and the maximum disk space that will be allotted on KORPCOM servers for your Service.

16.2 We will delete any email message sent by you or addressed to you using your KORPCOM email account if:

(a) the size of the mail message addressed to you (including attachments) exceeds your Mail Quota;

(b) the size of the mail message sent by you (including attachments) exceeds 6 MB;

(c) the total of your undeleted messages (including attachments) exceeds your Mail Quota; or

16.3 You will not send any email message via SMTP that is sent using a server other than the KORPCOM SMTP server, unless we otherwise agree with you. Please note this does not restrict your use of email services accessed solely via a web browser such as Hotmail.

16.4 We may delete any email message in your KORPCOM email account where the message has been stored in the Deleted or Spam folders 7 days after the message becomes available to you.

16.5 If we delete any email messages in your KORPCOM email account under the terms of this agreement we are not required to notify you or the sender of the mail message(s).

16.6 If your Service is cancelled, we may delete any stored or received emails in your KORPCOM email account after 30 days.

17 Requesting Information

17.1 You agree to provide us with any information we request in connection with our providing the Services to you under this agreement.

17.2 You authorise and consent to the following:

(a) our conducting a physical audit of the Services and any equipment supplied in respect of the Services should we consider it necessary;

(b) our exchanging with Carriers all information about you and the Services provided to you in our possession or control including, but not limited to, your name, billing address, street address, relevant telephone numbers, any information obtained by us for the purpose of your application and this agreement;

(c) the carrier exchanging with us any information in the Carrier's possession or under its control in relation to the Services including, without limitation, all your records and, in particular, exchange line details, account information, call charge records and call event records; and

(d) ours and the Carrier's use of the information referred to in paragraphs (b) and (c) of this clause.

18 Confidentiality

18.1 You will keep confidential all information supplied by us or the Carriers and we will keep confidential all information supplied by you, except as provided by clauses 12 and 17.

19 Assignment

19.1 Your rights under this agreement are personal. You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

20 Warrant of Authority

20.1 Any persons signing this agreement on your behalf warrant that they have full power and authority to bind you in respect of this agreement.

21 Our Equipment

21.1 Risk in any equipment provided by us or any third party to you for purchase or hire (“**Equipment**”) passes to you upon delivery. You will accept any Equipment on the basis of these Terms and Conditions and any additional terms and conditions notified at the time of delivery.

21.2 Title to any Equipment provided for purchase does not pass to you until all amounts owing to us under this agreement and the cost of such Equipment have been paid in full. Until title passes to you, the Equipment will be held by you as bailee for us.

21.3 If Equipment is installed at premises occupied by you, you must not interfere with the Equipment or its installation.

21.4 You irrevocably grant to us, our agents and servants, leave and licence without the necessity of giving any notice to enter at any time on and into premises occupied by you using reasonable force if necessary to inspect, search for and re-take possession of any Equipment in respect to which payment is overdue. You shall indemnify us and hold us harmless against any loss or damage suffered by any person or company arising from such possession.

21.5 If supplied with any equipment, on the termination of this agreement for any reason, you will immediately return all Equipment owned by us or make it available for our collection.

22 Other Equipment

22.1 Where you have PABX or other network equipment, you must ensure that it is programmed as we specify.

22.2 Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we will disconnect that equipment when you transfer the services to us and we connect our Equipment (if any). You must immediately notify that supplier that you have transferred your services to us and arrange for them to remove their equipment from the premises.

22.3 A free replacement warranty of 1 month exists on free ADSL Broadband Modems supplied by KORPCOM. If KORPCOM has supplied you with a free ADSL Broadband Modem and the free ADSL Broadband Modem is faulty, KORPCOM will only replace the free ADSL Broadband Modem without charge only if the free ADSL Broadband Modem is returned to KORPCOM prior to 1 month from the date that the modem was first used to connect to the internet. However, KORPCOM has the right to not replace a modem if the modem has any signs of - any abuse, misuse, neglect, mishandling or misapplication of the Equipment; any accident by you or a third party; any improper maintenance or service; or any unusual hazards affecting the Equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage).

22.4 When purchasing a modem or broadband accessory from KORPCOM, you will be advised of the warranty by KORPCOM Staff or KORPCOM's website or via written notice prior to purchasing any ADSL Broadband Modem or accessory from KORPCOM.

23 Miscellaneous

23.1 Any notice, demand, consent or other communication required to be given to either party must be delivered personally or sent by prepaid mail or by facsimile to the address of the other as last notified.

23.2 This agreement shall be governed by and construed in accordance with the law of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.

23.3 This agreement contains yours and our entire understanding to the exclusion of any and all prior or collateral agreement or understanding relating to the Services, whether oral or written.

23.4 If any part of this agreement is found to be invalid or of no force or effect, this agreement shall be construed as though such part had not been inserted and the remainder of this agreement shall retain its full force and effect.

24 Glossary

Words in this Agreement with initial capital letters (eg Acceptable Use Policy) have defined meanings, as follows:

"Acceptable Use Policy" means our policy about the acceptable levels and methods of use of the KORPCOM Broadband Service.

"Additional User" means a person (other than you) whom you nominate and we authorise to access the KORPCOM Broadband Service through your modem. An Additional User does not include a Group Member.

"Agreement" means these terms and conditions, the Acceptable Use Policy, the Plan Table, and the terms contained on your Application Form.

"Application Form" means:

- (a) if you apply by telephone, the application form you ask KORPCOM front of house to complete;
- (b) if you sign an application form, the application form you sign or if you apply through a Retailer, the application form you ask the Retailer to complete.

"KORPCOM Broadband Service" and "Service" mean the broadband service we provide from the Equipment to the internet, including:

- (a) access to the World Wide Web, email service and global newsgroups;
- (b) the ability to upload and download files to and from the global internet using the file transfer protocol;
- (c) access to Telnet and native and HTTP access to global gopher services; and
- (d) other services we may advise to you from time to time.

"Broadband Transmission Facilities" means the equipment and facilities installed to the Premises on the network side of the wall plate through which the Broadband Service is supplied, excluding the Equipment and Software. For a cable Service, Broadband Transmission Facilities include optical fibre, coaxial cable, ducts, conduits and the wall plate. For an ADSL Service, they include a standard KORPCOM fixed telephone line.

"Business Customer" means a customer who is not a Residential Customer.

"Cancellation Fee" means the cancellation fee set out in the rates and information.

"Contract Term" means the period you nominated on the Application Form or Recorded Telephone Application and starting on the Service Commencement Date.

"Credit Information" means:

- (a) Identity particulars (name, address, date of birth, ABN, ACN or ARBN);
- (b) your application for credit or commercial credit, including the amount applied for;
- (c) the fact we are a current credit provider to you;
- (d) payments which are overdue by more than 60 days and for which debt collection has commenced;
- (e) advice that payments are no longer overdue in respect of a default which has been listed;
- (f) information that you have committed a serious credit infringement; and

(g) cheques drawn by you for more than \$100 and which have been dishonoured more than once.

"Data Speed" means the speed at which data bits, comprising both protocol headers and data payload, are carried.

"Equipment" means a modem (including a wireless modem), modem filters, cabling from your (or your Group Member's) wall plate to the modem and from the modem to your (or your Group Member's) PC, and an Ethernet adaptor/card compatible with our Broadband Transmission Facilities. Equipment does not include any wireless PC connection device such as a wireless USB adaptor device or PC card adaptor device.

"Group Administrator" means a customer who has signed up to a Group Administrator Account under which they can create multiple Group Member Services.

"Group Member" means a person whom a Group Administrator nominates to use a Group Member Service created by the Group Administrator under a Group Administrator Account.

"Maintenance Period" means:

(a) for new Equipment that we provide to you, the longer of:

(i) your Contract Term;

(b) for new Equipment that you order from us after the commencement of this Agreement, 12 months from the date we provide the Equipment to you.

"PC" means the personal computer through which you (or, if you are a Group Administrator, your Group Member) access the Service.

"Rates" means the fees, charges and features of your Service at the time of your application (as amended from time to time in accordance with clause 4). If you want to sign change your selected rate to one of the current rates in accordance with this Agreement, you can contact KORPCOM on 1300 888 983 and request to do so with KORPCOM Staff.

"Premises" means the location or building to which the Service will be provided and the Broadband Transmission Facilities installed, and the land at that location or on which the building stands.

"Regulatory Event" means:

(a) a determination or notice issued by the Australian Competition and Consumer Commission; or

(b) a determination by any court; or

(c) a determination by us that, in our opinion, on reasonable grounds and acting in good faith,

the supply of the KORPCOM Broadband Service, the terms of this Agreement or any action taken or required to be taken in accordance with this Agreement contravenes or may contravene any applicable law including, without limitation, the Telecommunications Act 1997 (Cth) or the Trade Practices Act 1974 (Cth).

"Residential Customer" means a customer who takes up the Service predominantly to use for personal, household or domestic use or consumption.

"Retailer" means a third party that has entered into a dealership agreement with KORPCOM, in order to promote KORPCOM services.

"Self-Installation Kit" means a kit containing the Equipment and Software that is needed to connect to the Service.

"Service Commencement Date" means the date defined in clause 3.

"Software" means any software we supply to you (or your Group Member, if applicable) for use in conjunction with the Service, including any upgrades and manuals.

"You" and "Your" (with or without initial capital letters) means the person named as the customer on the Application Form, or a Group Member.

"We", "Our", and "Us" (with or without initial capital letters) means KORPCOM Australia Pty Limited (ABN 25 099 845 824) and its employees; as well as its agents, sub-agents and their respective employees.