

Astron Business Services Pty Ltd

Broadband Service Agreement

Astron Business Services Pty Ltd ACN 095 072 192, ABN 66 095 072 192 have agreed to provide you, and you agree to purchase, the service as requested in the Service Application Form and in accordance with:

- (a) the general Terms and Conditions set out on this page (General Terms); and
- (b) any other service descriptions and conditions that we agree with you.

The ADSL access component of this service and, optionally, a rented router, are supplied to us by RequestDSL as a wholesale provider.

In the event of any inconsistency between the General Terms and any other provision of the Agreement, the General Terms will prevail to the extent of that inconsistency.

1. Minimum Term

The minimum term of your agreement with us is 12 months from the date of your connection to the Service with one month notice in advance for cancellation.

2. Provisions relating to transfer of services under ACIF Commercial Churn Code

By signing this Agreement, you agree to the following:

- (i) RequestDSL does not supply a standard telephone service and it may be necessary to terminate the Service if you request another carrier to provide a standard telephone service after the date of this Agreement;
- (ii) If required you agree to the transfer of the existing Unconditioned Local Loop Service (ULLS) or the ordering of a new ULLS as per the Service Application. The ULLS is a pair of copper wires connected to the local telephone exchange and is used for the delivery of telecommunications services;
- (iii) you will be solely responsible to us for all charges incurred by you after the effective transfer date;
- (iv) you will still be responsible to your current telephone and/or data service provider for any charges which are incurred and/or billed up to the date the transfer is effective;
- (v) you acknowledge that you may surrender all incentives and benefits with your current telephone or data service provider (eg discount plans, charity concessions);
- (vi) certain functions and facilities provided by your current telephone or data service provider may not be transferable to us (but that the transfer does not affect remaining telephone or data services);
- (vii) the telephone service number will remain active with your current telephone or data service provider until the transfer is completed and that the transfer will not affect your long distance carrier;
- (viii) your current telephone and/or data service provider allows, as required, us to request the carrier whose network over which the services are supplied to access and use the account number listed above and any information relating to the account for the purposes of processing a request to give effect to the transfer contemplated by this Agreement;
- (ix) you will contact your current telephone or data service provider in relation to providing services and fault assistance until the transfer to us is effected;
- (x) that if voice services are provided as part of the ULLS Service, these services are not classified as standard telephone services, and are therefore not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority;
- (xi) that where we contract with Request DSL Pty Limited ABN 89 091 530 586 (RequestDSL) for the provision of RequestDSL's ULLS Service and any other services the subject of this application, we may provide information relating to you to RequestDSL for the purpose of fulfilling such contracts; and
- (xii) that name, address, telephone number and other information provided by you (Customer Information) may be shared with RequestDSL, its suppliers and its nominees in order to supply, inspect, repair, modify and/or remove the CPE Router/Network Hub, if provided to you, as set out in the Service Authority signed by you (if applicable) (CPE Router/Network Hub) and for directly related purposes including informing the Customer about changes to the ULLS service. In addition, Customer Information may be used by us to provide you with information about new products and services and for other marketing purposes if you have elected to receive that information on the Service Application Form.

3. Provisions relating to supply of CPE Router or Network Hub (if applicable)

If you are supplied with a CPE Router/Network Hub by us or by RequestDSL on our behalf, you acknowledge and agree that:

- (i) we hire the CPE Router/Network Hub to you during the term of this Agreement;
- (ii) we will arrange for the CPE Router/Network Hub to be delivered, installed and configured at the premises specified in the Service Application Form;
- (iii) the CPE Router/Network Hub is supplied by RequestDSL, and Aston and your possession and use of the CPE Router/Network Hub are subject to the title and other rights of RequestDSL and Aston and its suppliers and you have no legal or other interest in the CPE Router/Network Hub other than under this Agreement;
- (iv) you grant RequestDSL and Aston and its supplier and its nominees an irrevocable license to access the premises where the CPE Router/Network Hub is situated to inspect, repair, modify and/or remove the CPE Router/Network Hub during the term of this Agreement and to disconnect and remove the CPE Router/Network Hub on the expiration or termination of this Agreement, or on default by us under any agreement between us and RequestDSL and Aston or on the expiration or termination of any agreement necessary for us to provide the Service or the CPE Router/Network Hub, whether or not we are a party to that agreement;
- (v) you will ensure that the CPE Router/Network Hub is operated and housed in an environment which meets the manufacturer's requirements and will not affix the CPE Router/Network Hub to any real property;
- (vi) you will not remove the CPE Router/Network Hub from your premises without the prior consent of RequestDSL and Aston;
- (vii) you will not remove any nameplate identifying the CPE Router/Network Hub as the property of any third party or make any alterations or additions to the CPE Router/Network Hub;
- (viii) you will use the CPE Router/Network Hub for ordinary business purposes only. You will not use the CPE Router/Network Hub for any illegal or unlawful purpose which may result in its confiscation or seizure or to supply the Service or similar services to third parties;
- (ix) you will not sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, bail or otherwise dispose of the CPE Router/Network Hub without our prior written consent. If any person seizes or attempts to seize the CPE Router/Network Hub, you will notify RequestDSL and Aston and you will notify that person of the title and other rights of RequestDSL and Aston and its supplier concerning the CPE Router/Network Hub; and
- (x) if the CPE Router/Network Hub is no longer able to be used, is not operating or is lost, destroyed or damaged while on your premises, you will notify RequestDSL and Aston. We may require you to reimburse us for the reasonable cost of replacement or repair. If the CPE Router/Network Hub is not in your possession, you will do everything you can to assist us to locate the CPE Router/Network Hub.

4. Use of the Service

You agree to comply with the RequestDSL and Astron Acceptable User Policy which is summarised as follows. You may not:

- (i) send e-mails that may destroy or damage an e-mail recipient's computer;
- (ii) knowingly accept emails which is unlawful, and violates or infringes upon the rights of any person or corporation;
- (iii) reveal confidential information about RequestDSL and/or its suppliers which may result in unauthorised usage of the Services by a third party;
- (iv) transmit information which contains viruses or other harmful components;
- (v) interfere, damage or destroy computer systems operations of the Services including disobeying any requirements, procedures, policies or regulations of RequestDSL and Aston, other users and/or third parties.
- (vi) Store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.
- (vii) Use an application that overloads the Astron Broadband Network.

Astron Business Services Pty Ltd

5. Service Description

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 Request DSL provides 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.

6. Charges and payment

- 6.1 You agree during the term of this agreement:
- (a) to be charged for the Services we provide to you
 - (b) as our charges are exclusive of any taxes, that we can pass on to you the full amount of any taxes payable on the charges; and
 - (c) to pay accounts for all of those charges (including taxes) by the date specified in the account ("Due Date").
- 6.2 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.
- 6.3 If you do not pay the account by the Due Date, then we may charge interest at the rate of 1.5% per month or part thereof on the outstanding amount of the invoice and suspend all or part of your Services pending payment of outstanding amounts on the account.
- 6.4 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.
- 6.5 If you direct us to transfer any of the Services to another supplier, you will pay to us on receipt of an account under our normal payment terms –
- (a) all of our accounts up until the time we stop providing the Services; and
 - (b) all other proper charges that we become aware of after the date of transfer that relate to the Services we provided to you.
- 6.6 If you do not pay Astron Business Services for the service and Astron Business Services has not paid the relevant "carrier" the relevant "carrier" has the right to directly claim all due amounts from you.,

7. Amendments to Terms and Conditions

Without limiting clause 6.1, we may vary, alter, replace or revoke any of these terms and conditions effective upon the expiry of 14 days written notice from us. We may interpret your ongoing use of the Services after that date as constituting your acceptance of the variation, alteration, replacement or revocation.

8. Credit Check

- 8.1 Prior to our accepting your application, you have provided to us all information relevant to our assessment of your credit rating. You have consented to the following:
- (a) our obtaining from a credit reporting agency a credit report containing personal information about you;
 - (b) our giving to and seeking from any credit provider named in a credit report or in your application, information in relation to your credit rating including without limitation any information about your credit worthiness, credit history or credit capacity that credit providers are allowed to give or receive from other credit providers under the Privacy Act 1988;
 - (c) our making independent enquiries of third parties concerning your financial standing and for this purpose you have authorised and permitted such third parties to supply such information regardless of any confidentiality or privilege which applies to the information sought; and
 - (d) our providing any information we obtain about you to the relevant Carrier.

9. Limit on Liability

- 9.1 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 9 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).
- 9.2 Except where clause 9.1 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.
- 9.3 Including, but not limited to, liability for gross negligence and except to the extent of clause 9.1(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.
- 9.4 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.
- 9.5 We are not liable to you for any delay in the connection or failure in the operation of the Services.
- 9.6 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.

10. Confidentiality

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 clause 8.

11. Warranty of Authority

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

We reserve the right to terminate or suspend the service in the event of a breach of this agreement.

Signed by a duly authorised representative of the Customer:

.....

Name:Date:

Signed by a duly authorised representative of Astron Business Services:

.....

Name:Date: