

Feature of KDDI Australia's ADSL2+ Service

- Maximum download/upload speed of 20Mbps/1Mbps.
- No on/off peak time applicable.
- Contract starts from 1 month.

ADSL2+ Service Plan – Please choose your preference

*** The following fee do not include GST(10%)**

Monthly Data Allowance	Minimum Contract Term	Monthly Fee	Excess Charge	Shaped to
5GB	1 month	\$59.00	\$0.07/MB	N/A
50GB	1 month	\$79.00	N/A	384kbps/1Mbps
100GB	1 month	\$99.00	N/A	384kbps/1Mbps

* The maximum download speed is 20Mbps(upload: 1Mbps) subject to the location and other physical circumstance.

* No on peak/ off peak time applicable.

* Data allowance is calculated 1st to the end of applicable month. No unconsumed data allowance will be carried forward to the next month.

Installation Fee

*** The following fee do not include GST(10%)**

- Installation Fee **\$149.00~**
- On-Site Support Fee (Optional) **\$90.00** Sydney and Melbourne Area Only.
Hours 9am-5pm Mon-Fri (ex. public holidays)
- ADSL2+ Router **\$99.00~** Maintenance and delivery charge exclusive.
- Router setup Fee **\$10.00** Delivery charge exclusive.
- Router delivery Fee **Various**

How to apply

- ① Check for Availability - Please contact us to check if your local telephone exchange can support ADSL2+ service.
- ② Application Form - Please fill in an application form and return to us by fax or mail.
- ③ Service Lead Time - Approximately 5-7 Working Days after receipt of the application form. Lead-time may vary depending on the location.

Optional Service

Long Term Contract

When you choose a contract for 6 or 12 months , you will receive the following benefits.

- **ADSL2+ 12 Month Contract :** Installation fee is **free** (normally costs **\$149**).

Contract Term and Service Modification

- 1) Contract term commences from the date application form is dated. Minimum contract term is 1 months unless specified otherwise. After the completion of minimum term, the services will be continued on monthly bases. Written notice is required for cancellation of service.
- 2) In case of moving, change of telephone number or account name will usually results in loss of ADSL2+ connection and it needs to be re-installed. Re-installation fee is \$99.00 (inc. GST).

KDDI Australia Pty Ltd

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Phone: (02) 9910-0020 Fax: (02) 9910-0082

E-mail: info@kddi.com.au WEB: www.kddi.com.au

ADSL2+ Application Form



1. Customer Information

Company/Applicant's Name Contact Phone No:

Existing customer / New customer – please submit a copy of your ID, i.e. passport

Telephone No. ADSL2+ to be provisioned ABN/ACN

Address for ADSL2+

Contact Person Contact e-mail

• How did you learn about TokyoNet? NICHIGO PRESS Internet Other()

• What is your OS? Win2000 WinXP WinVista Win7 MacOS(Ver.) Other OS ()

2. Connection Plan - Please choose one plan below with a tick in the Choice column

	Plan	Allowance	Minimum Contract Term	Monthly Fee	Excess Charge	Speed Shaped
<input type="checkbox"/>	Plan -5 GB	5 GB	1month	\$59.00	\$0.07/MB	N/A
<input type="checkbox"/>	Plan - 50 GB	50 GB	1month	\$79.00	N/A	Download 384kbps
<input type="checkbox"/>	Plan - 100 GB	100 GB	1month	\$99.00	N/A	Download 384kbps

* The maximum download speed is 20Mbps(upload:1Mbps) subject to the location and other physical circumstance.

* No on peak/ off peak time applicable.

* Data allowance is calculated 1st to the end of applicable month. No unconsumed data allowance will be carried forward to the next month.

3. Installation Fee - Please choose one plan below with a tick in the Choice column

<input type="checkbox"/>	Set-up Fee	\$149.00	Normal price for new ADSL2+.
<input type="checkbox"/>	Set-up Fee with 12 moths contract	FREE	\$149 off
<input type="checkbox"/>	ADSL2+ Modem & Router (4 port)	\$99.00	Ethernet Port x 4
<input type="checkbox"/>	ADSL2+ Modem & Router (Wireless) * ₁	\$135.00	Ethernet Port x 4 + Wireless Access Point
<input type="checkbox"/>	On-site installation support * ₂ (Sydney or Melbourne area only)	\$90.00	Mon-Fri 9:00-17:00 (ex public holidays)
<input type="checkbox"/>	Router Delivery * ₃	varies	
<input type="checkbox"/>	Router Setup Fee	\$10.00	Delivery charge applies

*1 Your Pc has to be WIFI compatible.

*2 It may incur extra cost for supplying additional cables and other items.

*3 Modem may arrive after ADSL2+'s installation date.

All modems do not include maintenance and any fault has to be reported to the manufacturer. Prices are subject to change without notice.

Please fill in delivery address, If you purchase form us and need delivery service. (if you order on-site setup, our staff will bring your products.)

Name (Company) Contact TEL

Address Post Code

4. E-mail Address (Optional \$5/Mth fee apply)

- User Name @tokyonet.com.au (Beginning with an Alphabet Character)
- Password (Use only Alphanumeric Characters)

5. Method of Payment (Please tick)

Direct Debit -> We'll send you a designated application form.

Credit Card (VISA MASTER AMEX JCB Diners) Card Number

Expiry Date / Card Holder Name

6. Remarks

6.1 The contract term commences from the date stated on the application form for minimum of three 1 month. 6.2 Early termination fee applies if your service is cancelled before the contract period completes. 6.3 This service does not provide free email account. Please provide us with a contactable email address for invoice and other important notice. Invoice is sent by email or \$2 fee will apply for printed version. 6.4 All the Fees and Router price above do not include GST(10%).

We certify that I/We have the authority to make this decision and hereby apply for ADSL2+ service in accordance with the terms and conditions of KDDI Australia Pty Ltd.

Name & Title Signature Date / /

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 E-mail: info@kddi.com.au WEB: www.kddi.com.au

Office use only

ADSL2+ Terms and Conditions

1. INTRODUCTION

1.1 This Agreement is between KDDI Australia Pty Ltd (ABN 08 082 175 488) ("we", "us" or "KDDI") and you ("you"). The Tokyo Net Internet access service ("the Service") will be provided to you subject to the terms of this Agreement.

2. YOUR ACCOUNT

- 2.1 Your account will be created after we approve the application of your use of the Services. You are required to agree with all the clauses of this term and condition before applying.
- 2.2 Our agreement starts on the date your application form is accepted by us and continues until terminated.
- 2.3 You agree to provide us with correct and complete information on yourself as requested by us from time to time. It is your responsibility to notify us immediately if you change your name, address, telephone number and credit card information.
- 2.4 You may not assign or transfer any of your rights or obligations under this Agreement.

3. YOUR USER ID AND PASSWORD

- 3.1 You will be given or elect a user ID and password which you must use to gain access to the Service. You agree to keep your password confidential. You must notify us immediately if you lose your User ID and password or if it is compromised to anyone. It is the customer's sole responsibility to protect their User ID and password.
- 3.2 You are liable for all charges associated with use of the Service accessed through your user ID and password, whether authorized by you or not.

4. CHARGES AND BILLING PROCEDURES

- 4.1 You will be billed monthly. Your monthly bill will include a charge for the monthly access fee (payable in advance) as well as any other charges you have incurred. We, or any of our related bodies corporate will bill you, and you agree to pay your bill in accordance with the procedures notified by us to you from time to time.
- 4.2 The Service commences on the date when ADSL2+ is installed to your telephone line and we inform you by phone, FAX, post or E-mail.
- 4.3 You agree to pay monthly fee in advance. The excess charge on the month usage will be billed one or two month time.
- 4.4 We calculate the first monthly fee on the prorated daily basis from the service commencement date and by the end of the month. In this case, your monthly download usage for the first month is also calculated on the prorated daily basis.
- 4.5 We reserve the rights to change the monthly fee with prior notice to you.
- 4.6 You agree that we are not responsible for any repayment regarding the Services at the time of termination.
- 4.7 Your monthly charges will be billed to your credit card pursuant to the information you provide on your application.
- 4.8 Your account will be suspended if any charges are not paid by the due date.
- 4.9 Any account that is suspended twice for non-payment will be terminated automatically.
- 4.10 We reserve the rights to impose some penalties for late payment.
- 4.11 If at any time your usage of the service reaches a high-level of usage, as determined by KDDI from time to time, KDDI may:
 - A) Request immediate payment of usage charges incurred by you; and /or
 - B) Suspend provision of the service until payment in full is received by KDDI.
- 4.12 You agree that KDDI send you tax invoice by e-mail in principle.

5. THE SERVICE

- 5.1 You agree to understand that we cannot guarantee that the Service will be accessible at all times, and the speed may not be achieved in some cases depends on a wide range of factors, many of which are beyond our control.
- 5.2 With Unlimited Download Plan, the speed will be slowed to your contracted speed if your download will reached the monthly maximum download set out to each plan.
- 5.3 We may reject or hold your order even after the order is placed when the type of line installed or the way the line is delivered is not suitable for ADSL2+.
- 5.4 This service may be limited by regions.
- 5.5 If there is any fault on the telephone line which ADSL2+ is installed to, it is your responsibility to report the faults to your voice service provider. KDDI is not responsible for the telephone service.
- 5.6 If your telephone line using our ADSL2+ service is cancelled or transferred to another telephone provider, name or address, or if you change your telephone line contract in any manner that could affect your ADSL2+ service and you do not notify KDDI in advance you may lose your ADSL2+ connection. KDDI takes no responsibility for any ADSL2+ disconnection or cancellation as a result of service modifications relating to your telephone line and telephone provider. If you intend to make any changes to your telephone line that your ADSL2+ service is connected to please inform KDDI in advance.
- 5.7 Your Mail Box capacity is 500MB.

6. USE OF SERVICE

- 6.1 You will be responsible for all access to and use of the Service through your account. You may permit another person, including a minor, to use your account but you assume all responsibility and liability for the activities that person conducts on-line and for any material to which that person is exposed.
- 6.2 You agree to supervise the use of your account by any minor or any other person who accesses the Service through your account.
- 6.3 You will not use the Service to store, distribute or reproduce commercial software. In the case of accessing third party software or material you must not commercially reproduce it without the permission of the legal owner.
- 6.4 You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the Service that would infringe the intellectual property right of any person.
- 6.5 You must not use the Service to send any information to another person, who may be offensive, abusive, indecent obscene, or menacing including any message or other information, which causes annoyance, inconvenience or needless anxiety.
- 6.6 You must not use the Service to store or distribute any pornography, or any other material which may be offensive or illegal in any way.
- 6.7 You must not use the Service to obtain unauthorized access to any information, network or systems or to compromise the security or integrity of any network or system including any part of the KDDI.
- 6.8 Some material on the Internet may be offensive, inappropriate or unsuitable. You acknowledge that we accept no responsibility whatsoever for any content and services offered by other individuals or companies on the Internet or for any other information whatsoever passing through the Service.

7. EQUIPMENT

- 7.1 You agree that KDDI is not responsible for providing, servicing or maintaining any equipment or computer software which you will need to access the Service in principle.
- 7.2 Even if you purchase any equipment from us, we are not responsible for any faults or failure of the equipment and you are responsible to organize maintenance or repair with manufacturer in principle.

8. MODIFICATION OF THE SERVICE PLAN

- 8.1 You can change your service plan by notifying in writing by post, Fax or E-mail. If we receive written notice from you before the 20th day of the month. New plan will take effect at the 1st day of the next month. It costs a prescribed charge.

9. TERMINATION AND MODIFICATION OF THIS AGREEMENT

- 9.1 After the contract term, the services can be terminated at the end of the usage month provided we receive written notice from you before the 15th day of the month. In the event that we receive written notice from the customer after the 16th day of the month, the service termination date will be at the end of the next month.
- 9.2 You remain liable for any charges you incur up to the effective date of termination. No refund of any fees, including any monthly access fees, will be granted and no on-line time credited to your account will be redeemable or convertible to cash or any other form of credit.
- 9.3 We reserve the right to terminate or suspend access to the Service at our sole discretion at any time without liability and without prior notice to you if:
- (A) You breach clauses 6.3, 6.4, 6.5, 6.6, 6.7 of this agreement.
 - (B) You breach clauses 2.3 of this agreement.
 - (C) You breach your obligation to pay our charges for the Service.
 - (D) You breach any of your obligations of this agreement.
- 9.4 If we terminate the Service for any reason, you must pay us any charges incurred up to the effective date of termination. No refund of any fees, including any monthly access fees, will be granted.
- 9.5 If we terminate the Service, you will lose all the data saved in our server.
- 9.6 If you apply for the Service after we terminate the Service, we will accept it as a new application.
- 9.7 We reserve the right to modify any part of Agreement, including the rates, the billing terms and the procedures for payment, at our sole discretion, at any time, with prior notice to you. This Agreement incorporates by reference all terms, conditions and notices which are either posted on the Service or notified to you directly from time to time.

10. CONTRACT TERM

- 10.1 The contract term is settled each plan, otherwise for 1 (one) months from the commencement date. The contract commences on the date when the ADSL2+ service is installed on your telephone line and we inform you by phone, FAX, post or E-mail. The contract term will continue until the contract expiration day.
- 10.2 You agree to honor the term of your contract in principle. When terminating the service prematurely, you must pay monthly fees for the remainder of the contract term.

11. DISCLOSURE OF CREDIT INFORMATION

- 11.1 You agree and authorize KDDI and its related bodies corporate to use and exchange your credit information before, during and after the provision of credit to you with any of their agents and any credit reporting agency, credit provider, carriers, carriage service providers, business references or employers in accordance with the Privacy Act 1988 for the following purposes:
- A) Considering or applying KDDI's credit policy to your application.
 - B) Ongoing credit management of your account(s) with KDDI or any of its related bodies corporate, including your overdue payments.
 - C) Ongoing maintenance of credit records about you; and development, research and promotion of KDDI's products and services.
- 11.2 You agree that credit information referred to in 10.1 includes:
- A) Personal identifying details such as name, addresses, date of birth, employers, driver's license, passport and any other photo identification numbers.
 - B) Details and status of any of your accounts with KDDI or its related bodies corporate; your credit history, including if you have made credit defaults, dishonored check or credit infringements; and information about your credit worthiness or capacity.
- 11.3 Where you are in default of payment to KDDI or any of its related bodies corporate you agree that KDDI or its agent may utilize any information collected and recorded by KDDI in relation to your account to assist KDDI and its related bodies corporate in the process of debt recover.

12. EXCLUSION OF LIABILITY

- 12.1 YOU EXPRESSLY AGREE THAT USE OF THE Service including any content you may obtain through or on the Service is at your sole risk.
- 12.2 You agree that the Service is provided without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion.
- 12.3 You acknowledge that there has been no reliance on our skill, judgment or any representation by us whatsoever by you in deciding whether the Service is fit for any particular purpose.
- 12.4 You agree that we are not responsible for any unsolicited or unwelcome information disseminated via the Internet to you or the consequences of you receiving such information.
- 12.5 To the extent permissible by law, we exclude all liability for any direct, indirect, special or consequential damages arising out of: the supply or use of availability of the service. Where such liability can not be excluded, our liability to you is strictly limited, at our discretion, to the following:
- A) In the case of services, the supplying of the relevant service again or the payment of the cost of having the relevant service supplied again; and
 - B) In the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of having the goods replaced.

13. INDEMNITIES

- 13.1 You agree to indemnify and hold us harmless from all liabilities, damages, claims, actions, proceedings, and expenses, including all legal fees and expenses, arising out of the use of your Service or your breach of any terms of this Agreement in any way.

14. MISCELLANEOUS

- 14.1 Any notice required or permitted under this Agreement will be made by post, facsimile or e-mail in principle. You agree that all e-mail notices sent to you are authorized as official notification at the time of dispatch of such e-mail.
- 14.2 This Agreement is governed by and construed in accordance with the laws of the State of New South Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.
- 14.3 This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the supply of the Service and supersedes all previous representations, statements, understandings and agreements between the parties.