

KDDI Australia Naked&Bundle ADSL2+Service

Feature of KDDI Australia's ADSL2+ Service

- Maximum download/upload speed of 20Mbps/1Mbps.
- No on/off peak time allocation.
- Choice of ADSL2+only (Naked) or ADSL2+&Telephone (Bundle)
- Contract term starts from 1 month.

ADSL2+ Service Plan – Please choose your preference

Monthly Data Allowance	Minimum Contract Term	Monthly Fee	Excess Charge	Shaped to
20GB	1 month	\$39.00 / \$55.00	N/A	384kbps/1Mbps
80GB	1 month	\$59.00 / \$75.00	N/A	384kbps/1Mbps
Unlimited	1 month	\$99.00 / \$95.00	N/A	384kbps/1Mbps

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

* No on peak/ off peak time allocated.

* Data allowance is calculated per applicable month. Unconsumed data will not be carried forward to the next month.

Installation Fee

- Installation Fee **\$149.00~**
- 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 14-18 Working Days from receipt of the application form. Lead-time may vary depending on the location.

Long Term Contract Benefit

Minimum of 12 Months Contract : Installation fee will be **waived** (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, it will be on monthly bases. Written notice is required for cancellation of service.

2) In case of moving, change of telephone number or account name will incur various fees. And there will be up to a few weeks' downtime of service depending on the circumstance.

*** All the fee are exclusive of GST(10%)**

Naked and Bundle 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 if new customer

Telephone No. (If you currently have active Telephone Line that ADSL2+ to be installed)

Address ADSL2+ to be installed

Contact Person Contact e-mail

• How did you learn about KDDI Australia? NICHIGO PRESS Jenta Jenta Web 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

	Service Type	Monthly Data allowance	Minimum Contract Term	Monthly Charge	Speed Shaped
<input type="checkbox"/>	Telephone& ADSL2+	20GB	1month	\$39.00 [Ⓜ]	Download 384kbps
<input type="checkbox"/>	Telephone& ADSL2+	80GB	1month	\$59.00 [Ⓜ]	Download 384kbps
<input type="checkbox"/>	Telephone& ADSL2+	Unlimited	1month	\$99.00 [Ⓜ]	–
<input type="checkbox"/>	Naked ADSL2+	20GB	1month	\$55.00	Download 384kbps
<input type="checkbox"/>	Naked ADSL2+	80GB	1month	\$75.00	Download 384kbps
<input type="checkbox"/>	Naked ADSL2+	Unlimited	1month	\$115.00	–

* 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 for each calendar month. No unconsumed data allowance will be carried forward to the next month.

[Ⓜ] Additional \$20.00 Line Rental and Call Charge will be added.

3. Installation Fee

<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"/>	Router Delivery *2	varies	
<input type="checkbox"/>	Router Setup Fee	\$10.00	We pre configure the Modem Router for your convenience.

*1 Your Pc has to be WIFI compatible.
*2 Modem may arrive after ADSL2+'s installation date due to the postal service's condition.

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.

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 form. Internet Banking

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 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)** For Bundle service, all the call charges(Local, STD, Fix to Mobile, International) will be on KDDI's Network and billed accordingly **6.5)** Fee and charges may change without notice. **6.6)** All the Fees and prices above do not include GST(10%).

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

Name & Title Signature Date / /

KDDI Australia Pty Ltd
Suite 201, 213 Miller Street, North Sydney NSW 2060
Phone: (02) 9910-0020 Fax: (02) 9910-0082
E-mail: info@kddi.com.au WEB: www.kddi.com.au

Office use only

KDDI Australia 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"). ADSL2+/Telephone 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 termination of your service subscription.
- 2.3 You agree to provide us with correct and complete information of yourself as requested by us from time to time. It is your responsibility to notify us immediately if you change your personal information i.e. address, contact number and credit card details.
- 2.4 You may not assign or transfer any of your rights or obligations under this Agreement to the third party.

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 Your Services will be billed monthly. Invoice will include a charge for the monthly access fee 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+/Telephone is installed the premise and we inform you by phone, FAX, post or E-mail.
- 4.3 You agree to pay ADSL2+ monthly fee in advance.
- 4.4 Telephone line rental charge and call charges are bill the next month. Call charge include Local, STD, Fixed to Mobile, 13- numbers and International calls.
- 4.5 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.
- 4.6 We reserve the rights to change the monthly fee with prior notice to you.
- 4.7 You agree that we are not responsible for any repayment regarding the Services at the time of termination.
- 4.8 Your monthly charges will be billed to your credit card pursuant to the information you provide on your application.
- 4.9 Your account will be suspended if any charges are not paid by the due date.
- 4.10 Any account that is suspended twice for non-payment will be terminated automatically.
- 4.11 We reserve the rights to impose some penalties for late payment.
- 4.12 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 ADSL2+ download speed may not be achieved in some cases depends on a wide range of factors, many of which are beyond our control.
- 5.2 For 20GB and 80GB Plan, the speed will be shaped to maximum of 384kbps after reaching data allowance and it will go back to the normal at the beginning of new calendar month.
- 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 either ADSL2+ or Telephone service is transferred to other provider, it will result in dropping of the remaining service. KDDI takes no responsibility for any Service disconnection due to any alteration conducted by you without prior arrangement with KDDI.

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 devices 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 25th day of the month. New plan will take effect at the 1st day of the following month. Downgrading incur the one off charge of \$40+GST

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 25th 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 Service is installed at the nominated premise and we inform you the date via phone, FAX, post or E-mail. After maturity of the minimum term, the services will be automatically renewed on monthly bases. Written notice is required for cancellation of service.
- 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.