



APPLICATION FORM FOR INTERNET SERVICES

Please ensure all sections are filled out and signed. Failure to do so may delay this application.

CUSTOMER DETAILS:

First Name: _____ Last Name: _____
Company: _____ ABN: _____
Street Address: _____
Suburb: _____ Post Code: _____ Home Phone: () _____
Work Phone: () _____ Mobile: _____ Fax: () _____
Date of Birth: _____ **You must be at least 18 years old to sign-up.**

CONNECTION DETAILS:

USER ID: _____ **PASSWORD :** _____

- The USER ID will be the beginning of the user's email address, eg a person with the USER ID of 'psmith' will have the following email address: psmith@idx.com.au (Note: email addresses must be in lower case).
- Choose each User ID carefully as they cannot be changed.
- Each User ID must be between 4 - 20 characters (the first character must be a letter) and be unique to the IDXNet system. Characters must be letters, numbers, ".", or "-". No other symbols are allowed.
- The Password must be between 6 and 8 characters and must contain at least one numeral.
- **We will provide a setup disk when we send you our confirmation letter. The setup disk will work on Windows 9X/ME/2000/NT4 and XP. We do not have a setup disk for Macintosh or Linux systems. You must use our setup disk to install the Internet on your computer. We provide telephone support ONLY for Internet connection that is done using our setup disk. Macintosh or Linux users must be able to install the Internet on their computers using the information found on the HELP section of our website www.idx.com.au.**

ACCOUNT TYPE: (Please circle the account type)

- 1. SUPER-SAVER 8** - \$8.80/month, 10 hours included Excess \$1.10/hr **CAPPED at \$24.20**
 - 2. UNLIMITED SPECIAL-** \$11/month Unlimited Hours and Download
Paid six months in advance \$66, 4-hour session limit
 - 3. PREPAID-50** - \$55 for total 50 hours per year valid for twelve months
- NO SETUP FEE ON ABOVE ACCOUNTS, GST INCLUDED**

CONSENT TO ACCESS CREDIT APPLICATION UNDER THE PRIVACY ACT 1988

You have provided IDXNet with information about yourself in your application. IDXNet may disclose your credit information to a credit reporting agency. IDXNet may use this information only in accordance with the Privacy Act 1988. In applying for a credit account with IDXNet you acknowledge that the following summarised sections of the Privacy Act apply to your application:

1. IDXNet may give notice of disclosure of your credit information to a credit reporting agency.
Section 18E(1) - Section 18E(8)(c) - Section 18E(3)
2. IDXNet may seek commercial credit information. Section 18L(4)
3. IDXNet may seek consumer credit information in relation to commercial credit. Section 18K(1)(b) and Section 18K(1)(h).
4. IDXNet may use a credit report about you for collecting overdue payments. Section 18K(1)(h).
5. IDXNet may seek from or give to other credit providers details about your credit worthiness. Section 18N(1)(b).

If you have any particular queries you should seek independent legal advice or refer to the Privacy Act 1988 yourself.

I acknowledge that I have seen and agree to abide by the IDXNet Standard Terms and Conditions as attached with this application form.

Signature: _____ Date: _____

CREDIT CARD DETAILS:

Credit Card No : _____
Card Type : VISA MASTERCARD BANKCARD AMEX
Expiry Date : ____/____
Name on Card : _____

I certify that I am the owner of the credit card above and I authorise IDXNet Computing P/L to make automatic deductions on my credit card to pay for my Internet services.

SIGNATURE: _____ DATE: _____

How did you hear about us? RADIO TV SMH The AGE Friend



Dial-up Accounts

SUPER SAVER 8

- \$8.80/month for 10 Hours
- Excess hours \$1.10/hour
- Excess charges CAPPED at \$24.20
- Unlimited download
- Unlimited hours after \$24.20
- Free 5 email addresses
- Free 10MB web space

UNLIMITED SPECIAL

- \$11/month
- Paid six months in advance \$66
- Unlimited hours
- Unlimited download
- Free 5 email addresses
- Free 10MB web space
- 4 Hour session limit

PREPAID-50

- \$55 for 50 Hours
- Unlimited Download
- Valid for 1 year
- Unlimited download
- Free email address

Additional information about the use and pricing

- Monthly billing is based on your anniversary date, i.e. if you join on June 25, 2003, then the 25th of each month is your anniversary date.
- Tax invoice statement is sent to your IDXNET email every month and it is your responsibility to retrieve them.
- We reserve the right to terminate the use of the free web space if the download rate is more than 100MB per month.
- The email size limit is 4mb per email. Emails more than two months old are deleted from our system.
- All prices include 10% GST.
- All dial-in accounts are subject to our excessive use policy. We define excessive use as more than 360 hours use per month or more than 1000 MB (1-Gigabyte) download. Download is the count of all bytes of data transferred from the Internet to your computer. Download data can happen when you are browsing the Internet, or reading your email, etc. Download is expressed in Megabytes (MB) which is 1,000,000 bytes. Accounts may be terminated if the use is excessive for two consecutive months.
- Session time limit is set to a maximum 10 hours and maybe changed from time to time by our network administrator without prior notice. During peak periods, session time limit maybe reduced to maximum 3 hours. Shorter session times may exist on our special plans.
- Any pricing offer more than one month must be taken in a continuous period, no break allowed in between.
- All payments to a prepaid account are not refundable once the account is activated and used. Any unused portion of a Prepaid account is forfeited and no refund will be given.

IDXNet Computing Pty Limited (IDXNet) ACN 070 515 481 trading as IDXNet
Standard Terms and Conditions for Internet Services

If we accept your application for a credit account with us we will supply you with internet services in accordance with these terms and conditions.

1 Definitions and Interpretation

(The words highlighted in bold in this agreement are definitions)

IDXNet means **IDXNet** Computing Pty Limited ACN 070 515 481, trading as **IDXNet** and its employees, officers, agents and affiliates.

Customer means the person, company or other entity on the application form which **IDXNet** accepts.

Agreement means these standard terms and conditions (as amended or varied from time to time by **IDXNet**), the details on the customer's application for a credit account, the signed application form and the type of account that the customer selects.

Service or services or internet service means the computing and communication internet service provided by **IDXNet**, and any future modifications to the service. ('the services')

Customer User ID means the user ID specified in the **customer's** application form.

Type of account means the type of account that the **customer** selects to use.

Internet Services IDXNet will provide the services to the **customer** upon commencement of this agreement.

2. Commencement

The period of service for the services commences when **IDXNet** registers the Customer's User ID. It ends at the date of termination.

3. IDXNet's Fees and Charges

The **customer** agrees to accept the pricing and charges for services for the **customer's type of account** as published on the **IDXNet's** home page at www.idx.com.au. The **customer** agrees that these form part of these terms and conditions.

IDXNet may vary the pricing and charges at any time by giving reasonable notice to the **customer** by e-mail and by publishing the new price or charge on its home page. By continuing to use **IDXNet's** services after **IDXNet** publishes its new price or charge the **customer** agrees to accept the new price or charge. **IDXNet** will send the **customer** a monthly account at the beginning of each month via e-mail. The **customer** agrees to pay from the commencement date a one-off charge for each **User ID** registered. The **customer** agrees to pay within seven days of **IDXNet** issuing an account for: all charges for the type of account that the **customer** selects, incurred by any person using the **customer's** password. (The **customer** must pay these charges whether or not the use of the password is authorised); and any additional charges that the **customer** incurs through using the services. Business **customers** agree to pay the minimum monthly usage charge applicable to each business account listed in the selected billing option.

The **customer** agrees to pay interest on overdue payments at 2% above the overdraft rate from time to time as charged by **IDXNet's** principal bankers. (This rate is published on **IDXNet's** home page) The **customer** may change the **type of account** through **IDXNet's** home page. The change in **type of account** commences when **IDXNet** accepts the **customer's** application for the change. The change may be given electronically and by email.

4. Customer's own costs

The **customer** agrees to pay for: installing and using telephone lines and all other equipment needed to use the services; all telecommunication charges for using the services; and all government taxes, duties and levies imposed on the **customer** or **IDXNet** in providing the services, including GST.

5. Acceptable Use Policy

The **customer** agrees to abide by **IDXNet's** Acceptable Use policy published on the **IDXNet** website: www.idx.com.au. This policy may be changed from time to time and the customer must ensure that they become aware of any such changes.

6. Accounts Administrator

The **customer** must immediately inform **IDXNet** in writing if the Nominated Account Administrator changes.

7. Security Deposit

IDXNet may require the **customer** to pay a security deposit before providing any Services, or as a condition of continuing any of the Services. In its discretion, **IDXNet** may use the security deposit to pay for any costs, loss or liability caused to it by the **customer**. **IDXNet** will refund the balance of the security deposit, without interest, when the **customer** has fully performed all obligations under the agreement.

8. Amendment of agreement

IDXNet may amend these terms and conditions and the **agreement** at any time after giving reasonable notice to the **customer**. **IDXNet** may give this notice electronically to the **customer's** e-mail address and by posting it on its website. The **customer** agrees that if the **customer** continues to use the services after notice is given the **customer** has accepted the amendment.

9. Publication at Customer's Risk

The **customer** accepts all responsibility for any information and material that the **customer** publishes over the services. The **customer** indemnifies **IDXNet** from any liability that **IDXNet** incurs through the **customer's** publication of anything over its services. The **customer** acknowledges that **IDXNet** does not vet or approve anything available through its service and that **IDXNet** accepts no liability for any material available on the services. The **customer** accesses and uses such information and material at the **customer's** own risk.

10. Provision of Service

The **customer** acknowledges that **IDXNet** cannot provide an uninterrupted or fault-free service. The **customer** acknowledges that **IDXNet** provides its services to the **customer** at times and by means that it decides in its own discretion.

11. **Breaches of the agreement**

The **customer** agrees to indemnify **IDXNet** against any economic loss to or liability to **IDXNet** as a result of the **customer** breaching the terms of any agreement with **IDXNet**. The **customer** agrees that this includes the period between when **IDXNet** became aware of the breach and when it was entitled to terminate the agreement. The **customer** must pay to **IDXNet** all expenses it incurs in recovering any money that the **customer** owes to it.

12. **Termination**

Termination by IDXNet: **IDXNet** may terminate the agreement or the provision of any services :- If the **customer** breaches any term of the agreement including those relating to payment or use; or **IDXNet** believes that the **customer** is or may be bankrupt or insolvent; or the **customer** has provided false or incomplete information to **IDXNet**; or if **IDXNet** or a regulatory authority believes that it is not in the public interest to continue providing the services to the **customer**.

Termination by the customer: The **customer** may terminate the agreement at any time by giving thirty days written notice to **IDXNet**. The agreement is terminated on the thirtieth day after **IDXNet** receives the notice of termination. This notice may be given electronically and by email. On termination the **customer** must return to **IDXNet** any materials that **IDXNet** provided to the **customer** in relation to the services.

13. **Liability of customer on termination**

Termination by IDXNet: If **IDXNet** gives the **customer** notice of termination, the **customer** must immediately pay all outstanding charges. The **customer** is not entitled to any refund of payments made under this agreement. **IDXNet** must use the **customer's** security deposit to offset any amount that the **customer** owes **IDXNet** at termination.

Termination by the customer: **IDXNet** will refund to the **customer** any unused advanced payments on monthly accounts. **IDXNet** will not refund to the **customer** any payments relating to special or discounted accounts.

14. **Suspension of Service**

IDXNet may suspend, in its discretion and without notice to the **customer**, the services or may disconnect or deny the **customer** access to any of the services: if the **customer** breaches any term of the agreement - including failing to pay due charges - until the **customer** remedies the breach; or if the **customer** does anything that **IDXNet** believes violates the **IDXNet's** Acceptable Use Policy. During any technical failure and modification of or maintenance to the services **IDXNET** may suspend or disconnect the service without notice to the **customer**. **IDXNet** will make all reasonable attempts to resume the service as soon as reasonably practicable. The **customer** remains liable for all charges due throughout the period of suspension.

15. **Technical Support**

IDXNet may but is not obliged to provide the **customer** with technical support. **IDXNet** does not guarantee the support and is not liable for any loss or damage caused to the **customer** in connection with the support.

16. **Disclaimer and exclusion of Liability**

To the extent that the law allows, **IDXNet** is not liable to the **customer** or any other person or entity for:- negligence; or any economic loss or liability caused by its supply or failure or delay in to supply the services; or the content, context or confidentiality of any communications made using the services. **IDXNet** cannot provide support for software it does not supply, including software downloaded from the Internet. This disclaimer does not apply to any term or warranty that the law does not allow to be excluded. Any term or warranty that the law implies into this agreement is deemed to be included in the agreement. If the law allows it, **IDXNet** limits its liability at its own discretion, to: repairing or replacing, or paying to repair or replace any damaged or faulty goods; or resupplying or paying the cost of resupplying the services.

17. **Credit checks and the Privacy Act**

The **customer** consents to **IDXNet** obtaining from a credit reporting agency any necessary personal information to allow **IDXNet** to assess the **customer's** application for credit. Information on what personal information **IDXNet** may obtain and how it may use it is in the Privacy Act box below. Particular information about an individual is governed by paragraph 1.3 of the National Privacy Principles. A copy of the National Privacy Principle 1.3 can also be obtained by reference to **IDXNet** website.

18. **Assignment**

The **customer** must not assign the **customer's** rights under this agreement.

19. **Governing Law**

The laws of New South Wales govern this agreement. **IDXNet** and the **customer** agree to submit to the jurisdiction of the New South Wales courts.

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5. **IDXNet** may seek from or give to other credit providers details about your credit worthiness. Section 18N(1)(b).

If you have any particular queries you should seek independent legal advice or refer to the Privacy Act 1988 yourself.

ACCEPTABLE USE POLICY

This **Acceptable Use Policy** specifies the actions prohibited by **IDXNet** to **customers** using the Internet. The **customer** referred to in this document is the **customer** as defined in Clause 1 of the **IDXNet Terms and Conditions** or any user whether authorized or not authorized by the customer. **IDXNet** may vary this policy at any time and effective upon posting of the changed policy on the **IDXNet** website WW.IDX.COM.AU.

1. All non-permanent accounts are subject to our excessive use policy. We define excessive use as more than 360 hours use per month or more than 1000 MB (1 Gigabyte) download. Download is the count of all bytes of data transferred from the Internet to your computer. Download can happen when you are browsing the Internet, or reading your email, etc. Download is expressed in Megabytes (MB) which is 1,000,000 bytes. Accounts may be terminated if the use is excessive for two consecutive months.
2. We reserve the right to terminate the use of the free web space if the download rate is more than 100MB per month.
3. The email size limit is 4mb per email. Emails more than two months old are deleted from our system.
4. Session time limit is set to a maximum 10 hours and maybe changed from time to time by our network administrator without prior notice. During peak periods, session time limit maybe reduced to maximum 3 hours. Shorter session times may exist on our special plans.
5. The **customer** must not use the **IDXNet** network to break any Australian or International law including criminal, copyright and intellectual property laws.
6. The **customer** agrees not to publish any illegal material. The **customer** acknowledges that **IDXNet** does not vet or approve anything available through its service and that **IDXNet** accepts no liability for any material available or published using its services.
7. The **customer** agrees to conform to Internet protocols and standards and abide by the **acceptable use policies** of other networks that **IDXNet** services is linked to.
8. The **customer** abides by the security and authentication protocols of **IDXNet** and all other network that it is linked to. The **customer** may not interfere or circumvent any established security or authentication protocols of any hosts, network, account or services available on the Internet. These activities are sometimes referred to as "hacking", "cracking" or "denial of service attacks".
9. The following activities without limitation are prohibited:
 - Engage in any activity that may jeopardize or disrupt the normal operation of **IDXNet** and any network or system that it is linked to
 - Breach any security measure or authentication system on the Internet including attempt to scan, probe or test the vulnerability of a system or network.
 - Interfere with services of any network or system with the intent of overloading the network or system
 - Attempt to conceal or forge any TCP-IP packet header or any part of the header information.
 - Unauthorized monitoring of data or traffic on any network or system.
 - Attempt to transfer files or computer programs to another network or computer system without the expressed approval or consent of the owner of the network or system.
10. **IDXNet** consider these acts as abuse of service and will cause immediate termination of the customer's services without prior notice.
11. **IDXNet** prohibits sending of any unsolicited email messages ("spamming") of any kind. The **customer** may not use or attempt to use another network's mail server to do spamming. The **customer** agrees not to send or forward any malicious email or propagate chain emails. The **customer** must not use another email address that is owned by another person or company without the consent or authorization of the owner.
12. The **customer** agrees to abide by all the guidelines and acceptable use and posting policy of newsgroups. Any excessive posting or posting of irrelevant material is not allowed.
13. The **customer** is aware by doing any of these prohibited acts that it may incur criminal or civil liability and **IDXNet** will fully cooperate with any law enforcement agency in the investigation and prosecution of such activities.