

Features

- ★ TokyoNet dial-up Internet service offers various access plans to meet the needs of our customers.
- ★ TokyoNet offers a wide range of customer support services to help you with various inquiries and questions.
- ★ TokyoNet supports access points in major cities throughout Australia and our overseas access points are operated and managed by the KDDI group.

Please fill this application and fax to 02-9910-0080 or post to KDDI Australia Pty Ltd. Suite 201, Level 2, 213 Miller Street North Sydney NSW 2060

Customer Details

Company Name(if applicable) :

Address:

TEL: Mobile: FAX:

Contact E-mail:

*You MUST need a contact e-mail for dialup registration. No free email provided with TokyoNet Dialup plans.

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

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

Plan Mini \$9.00/month Connection Hours: **30Hours**^{*1}

Plan Max \$15.00/month Connection Hours: **Unlimited**^{*2}

*1 Excess Charge is \$2.00/Hour. *2 The maximum connection time per connection is 3 hours for Unlimited Plan.

All the Fees above don't include GST(Plan Mini:\$0.90 Plan Max:\$1.50 Excess Charge:\$0.20).

Payment Method ♦Credit Card Payment Only

Card Type (VISA MASTER AMEX JCB Diners)

Card Number

Expiry Date (MM/YYYY) / Card Holder Name

Remarks

***There is no charge for registration and changing plans. Plan changes will take effect one month after we receive a notice from you. *No free email accounts with dialup plans. *This service applies from the agreed commencement date for a minimum one (1) month term. *Dialup monthly fee does not include any phone charge to connect our access point. Your telephone service provider will charge phone call fee.**

I/we certify that I/we have the authority to make this decision and hereby apply for TokyoNet's service in accordance with the terms and conditions of TokyoNet.

Name Signature Date ____ / ____ / ____

Dial-Up 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 terms and conditions before applying.
- 2.2 Our agreement begins 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 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 disclosed 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. PAYMENT OF MONTHLY FEE

- 4.1 You agree that you will pay monthly fee by credit card in principle. You have to pay one monthly fee in advance at the time you join the Service. In case you pay by Bank cheque or Post Office Money order, you are required to pay one monthly fee as a deposit. We calculate the first monthly fee on the prorated daily basis. The balance of monthly Fee will be credited to the next month.
- 4.2 You agree that you have to pay monthly fee in advance and pay excess fee which has been incurred on your previous month usage.
- 4.3 We reserve the right to change the monthly fee with prior notice to you.
- 4.4 You agree that we are not responsible for any repayment regarding the Services at the time of termination.

5. CHARGES AND BILLING PROCEDURES

- 5.1 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. You will be billed by us, or any of our related bodies corporate, and you agree to pay your bill in accordance with the procedures notified by us to you from time to time.
- 5.2 Your monthly charges will be billed to your credit card pursuant to the information you have provided on your application.
- 5.3 Your account will be suspended if any charges are not paid by the due date.
- 5.4 Any account which is suspended twice for nonpayment will be terminated automatically.
- 5.5 We reserve the right to impose penalty for late payment.
- 5.6 Usage is billed in 1 second increments.
- 5.7 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.
- 5.8 You agree that KDDI send you tax invoice by e-mail in principle.

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.
- 6.9 You agree that some plans have a session timeout.
- 6.10 You can change your service plan by notifying in writing by post, Fax or E-mail. New plan will take effect at the 1st of the next month which we accept the notice from you.

7. EQUIPMENT

- 7.1 You agree that KDDI is in no way responsible for providing, configuring or maintaining any equipment or computer software which you will need to access the Service in principle.

8. TERMINATION AND MODIFICATION OF THIS AGREEMENT

- 8.1 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.

- 8.2 If we terminate the Service for any reasons, 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.
- 8.3 A minimum term set by your plan, otherwise a minimum of one month term applies. After this term, you may apply to terminate this Agreement any time in writing, provided your user name, password and address are stated in this notice. The termination will take effect at the end of the month on which we accept the notice from you. Your failure to follow this procedure may result in additional charges being incurred. It is your responsibility to notify us if the Service is no longer required.
- 8.4 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 hours credited to your account will be redeemable or convertible to cash or any other form of credit.
- 8.5 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.

9. TEMPORARY SUSPENSION OF THE SERVICE

- 9.1 You may apply to suspend the Service for temporary period at any time in writing, provided your user name, password and address are stated in this notice. The Suspension will take effect at the end of the month on which we accept the notice from you. Your failure to follow this procedure may result in additional charges being incurred. It is your responsibility to notify us if the Service is no longer required.
- 9.2 Maximum period of suspension of the service is six months. If you do not apply for reinstate the Service in six months, your account will be terminated automatically.

10. DISCLOSURE OF CREDIT INFORMATION

- 10.1 You agree and authorize KDDI and its related body 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 body corporate, including your overdue payments.
 - (C) Ongoing maintenance of your credit records; and development, research and promotion of KDDI's products and services.
- 10.2 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 body corporate; your credit history, including credit defaults, dishonored cheque or credit infringements; and information concerning your credit worthiness or capacity.
- 10.3 Where you are in default of payment to KDDI or any of its related body 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 body corporate in debt recovery process.

11. EXCLUSION OF LIABILITY

- 11.1 YOU EXPRESSLY AGREE THAT USE OF THE Service including any content you may obtain through or on the Service is at your sole risk.
- 11.2 You agree that the Service is provided without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion.
- 11.3 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 suitable for any particular purpose.
- 11.4 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.
- 11.5 To the extent permissible by law, we exclude all liability for any direct, indirect, special or consequential damages arising out of: the supply or 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, to resume providing the relevant service or to pay the cost of having the relevant service provided 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.

12. INDEMNITIES

- 12.1 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 your use of the Service or your breach of any term of this Agreement in any way.

13. MISCELLANEOUS

- 13.1 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.
- 13.2 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.
- 13.3 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.

Revision 2.0 – 1st March 2008