

**1. Customer Information**

Corporate/Applicant Name .....

Contact Person ..... ABN/ACN .....

Address .....

Telephone No. .... Fax No. ....

Contact e-mail .....

**2. Domain Information**

**Your Domain Name** ..... e.g. tokyonet.com.au

**Above domain name is**  New (Apply now) → go to question A)  
 Existing on the other ISP → go to question B)

**A) Domain Registration Fee (Exclude GST)**

Domain Type	\$AUD/Year	\$AUD/2 Years	
.com.au / .net.au	-	\$69.00	To apply .au domains, ABN or ACN is required.
.com / .net / .org	\$25.00	\$50.00	
Other domain types are available (.jp .nz). Please ask us price for further details.			

**Domain setup fee: \$30.00 (one off)**  
**Registration term? ..... Year(s)**

**B) If you need our support to update your DNS settings (transfer from current ISP), please provide the following information. Domain setup fee of \$30.00 will apply.**

Domain Registrant ..... Domain Name Registry Key .....

**3. Hosting Plan \* - Please choose one of the plans below.**

Plan tick →	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Name	AU-Small	AU-Medium	AU-Large
Monthly Fee (AU\$)	\$25.00	\$45.00	\$65.00
E-mail Account	5	15	50
Disk Space (MB)	1,000	3,000	6,000
Data transfer (MB)	5,000	10,000	20,000
FTP Account	5	15	50
Sub Domain	1	5	10
MySQL	1	5	10
Domain	1		
Excess Transfer	N/A		

- Free Setup Fee.
- Raid 5 Linux server hosting.
- Free virus and Spam protection.
- Control panel on each domain web site.
- Web mail, email forwarding, auto responder and mailing list functions.
- Wide range of PHP and Perl scripts on our Linux base hosting service.
- MySQL and PHPmyAdmin are available.
- When the allocated disk space or data transfer becomes full, you need to upgrade your plan..
- All prices are GST exclusive.
- For more information please go to our web site below.  
[http://www.kddi.com.au/net\\_apply.html](http://www.kddi.com.au/net_apply.html)
- Please also read our terms & conditions carefully before you sign on this application.

**\*The hosting service is not directly operated by KDDI Australia Pty Ltd. KDDI Australia Pty Ltd will provide the best possible support for the running of the service however can not guarantee total control of unforeseen faulty and interference.**

**4. Method of Payment (Please tick a box)**

Credit Card (VISA MASTER AMEX JCB Diners)  Cheque  Direct Debit  Internet Banking

Credit Card Number .....

Expiry Date ..... / ..... Card Holder Name .....

(If you choose Direct Debit for your payment, we will send you Direct Debit application form.)

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

Name ..... 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

## 1. Term

Ongoing until 7 days written notice is given by either of the parties.

## 2. Service Cancellation

Service may be cancelled at any time by written notice.

TokyoNet Hosting issues no refunds for cancellation of monthly subscriptions.

## 3. Fees

TokyoNet Hosting does not extend credit to Subscribers. All services must be paid for in advance of service delivery. Subscribers will automatically be charged an amount equal to their next monthly service fees when they exceed their monthly transfer allotments, bandwidth commitments, or other pre-paid services and the charges will be reconciled at the end of the month.

Monthly fees and charges for extra metered services are automatically billed to your account. Subscriber is responsible for monitoring transfer, bandwidth and space utilization, and other metered services.

Customers paying by credit card are charged the first business day prior to their account due date, allowing a minimum grace period of 48 hours after the first charge attempt before their service is interrupted. If a charge attempt is denied, there may be a declined credit card fee for each unsuccessful attempt. It is the responsibility of the customer to maintain current billing information to prevent these fees. If a successful charge cannot be made upon final notice, service will be suspended pending customer response. Customers may reactivate their accounts within 7 business days after suspension.

Customers paying by bank transfer or cheque must have all dues submitted prior to account due dates. Annual Payment is required in order to pay by cheque. There is a \$20.00 minimum transaction amount on all bank transfer transactions. Returned cheques will result in suspension of service and will incur a \$20.00 returned cheque charge, in addition to any service reestablishment fees applicable in order to reconnect suspended service.

All fees described above must be paid in addition to the cost of services ordered to establish or maintain a customer account. TokyoNet Hosting does not issue refunds or credits except as explicitly specified within this Terms of conditions.

If the Subscriber has not fulfilled its dues to TokyoNet Hosting, the Service will be terminated after 30 days of the initial suspension date.

## 4. Adherence to Acceptable Use Policy (AUP)

Subscribers must not allow TokyoNet Hosting resources to be used for SPAM or Unsolicited Commercial Email (UCE), hosting of content advertised by UCE, perpetration of security breaches or hacking, network attacks, illegal activities, child pornography, fraudulent activity, Trademark or Copyright infringement, virus distribution, and like activities.

Subscriber agrees to compensate TokyoNet Hosting for any expenses TokyoNet Hosting may incur resulting from Subscriber's violation of the posted AUP, including any fines, fees, legal expenses, and labor for investigation and resolution. The cost of any investigations will be charged to the Customer at AU\$120 per hour during normal business hours. Emergency investigations are charged double-time at AU\$240 / hour with a one hour minimum.

Subscriber is responsible for any activity conducted on their account, including unauthorized activity by hackers. This includes any AUP violations or bandwidth or transfer usage caused by hackers. TokyoNet Hosting will endeavor to assist Subscriber but TokyoNet Hosting is not responsible for protecting Subscribers from hackers and their actions and use of Subscriber's account.

TokyoNet Hosting does not monitor Subscriber content and activities but reserves the right to disable service or remove content pending investigation of possible AUP violations without first giving notice.

TokyoNet Hosting does not issue refunds for terminating service due to suspected AUP violations.

## 5. Ownership of Data, Software, Hardware and IP addresses:

All software, hardware and IP addresses provided by TokyoNet Hosting are leased to the Subscriber and remain the property of TokyoNet Hosting and/or its suppliers. TokyoNet Hosting reserves the right to change any network infrastructure, software, hardware and IP addresses at its sole discretion.

Subscriber will provide and transmit to the system software, data and content to be uploaded to the servers and accessed by the general public via the Internet. Upon termination of this agreement, Subscriber agrees to remove all uploaded software, data and

### **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](mailto:info@kddi.com.au) WEB: [www.kddi.com.au](http://www.kddi.com.au)**

content prior to the termination date of the contract. TokyoNet Hosting will not be responsible for providing access or copies of the software, data or content stored on the system after the final termination date.

## 6. Service Levels

TokyoNet Hosting may interrupt service to perform maintenance. TokyoNet Hosting will use its best efforts to inform Subscriber before interrupting service to insure that access loss is minimized. In the event of software or equipment malfunction or failure, TokyoNet Hosting will provide its best efforts to repair the system as quickly as possible.

In the event that TokyoNet Hosting suspects that server security has been breached, TokyoNet Hosting reserves the right to disable the server and/or the account in order to facilitate investigation and recovery in coordination with Subscriber.

Subscriber agrees that TokyoNet Hosting shall not be responsible for any service interruptions.

## 7. Limitation of Liability, Indemnification

Upon the discovery of facts which reasonably indicate that TokyoNet Hosting has breached the terms of this agreement or otherwise failed to perform its obligations under this Agreement, been negligent, or otherwise breached legal duty, Subscriber shall promptly notify TokyoNet Hosting of such facts and follow up any such verbal notification with a written notice within 30 days of such discovery. The failure to give the foregoing notices shall constitute an irrevocable waiver of all claims and causes of action. Subscriber must commence any legal action against TokyoNet Hosting with respect to this Agreement within 12 months after the incident giving rise to the claim or cause of action, regardless of when the incident is discovered. If proper notification is given to TokyoNet Hosting as requested by Subscriber anytime during the twelve (12) month period following such notification, TokyoNet Hosting shall at its sole discretion and option (i) revise or repeat free of charge the service affected by the failure of performance, negligence or breach, or, (ii) terminate this Agreement and pay Subscriber for all incidents, problems, and/or failures up to a maximum of all sums paid to TokyoNet Hosting for service fees. Payment will be made via company cheque from TokyoNet Hosting. The remedies set forth in this paragraph are Subscriber's sole and exclusive remedies should TokyoNet Hosting breach the above express warranty or otherwise fail to perform its obligation under this Agreement, be negligent or in breach of legal duty.

The parties acknowledge and agree that TokyoNet Hosting shall not be held liable for any consequential damages, including without limitation loss of use or loss of profits, incurred by Subscriber, Subscriber's Subscriber or customer or its subsidiaries or successors, regardless of whether such damages are sustained based upon as alleged breach of contract, negligent act, or omission.

TokyoNet Hosting is not responsible for data or content maintained and distributed by TokyoNet Hosting facilities. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TOKYONET HOSTING DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TOKYONET HOSTING DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

## 8. Miscellaneous

The agreement contains the sole and entire agreement of the parties with respect to the services to be provided by TokyoNet Hosting, and any and all prior or contemporaneous communications, negotiations, commitments, and understandings related thereto are hereby merged herein.

This Agreement shall be construed and enforced in accordance with the laws of the State of New South Wales, Australia with respect to transactions entered into and to be performed entirely within the State of New South Wales Australia.

All written communications shall be directed to the Subscriber using the contact information provided to TokyoNet Hosting at the time of order unless otherwise instructed in writing by Subscriber. All fees due TokyoNet Hosting should be mailed to Suite 201 Level2 213 Miller Street North Sydney NSW 2060.

Subscriber has reviewed the current Acceptable Use Policy and this Terms of Conditions and Subscriber and TokyoNet Hosting hereby agree by making use of the TokyoNet Hosting service.

Revision 1.0 – 1st July 2007