

Acceptable Use Policy

1. About the Policy

As part of our aim to provide a quality service at a reasonable price to all our users, we have implemented this Policy to ensure that each subscriber's use of the Service:

Meets legal requirements;

does not unreasonably interfere with other subscribers;

and does not unreasonably impact on our ability to provide the Service.

In this document, the following words have these meanings:

you means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;

Policy means this document, as may be amended by Launch Internet from time to time on 14 days notice;

Service means a residential Internet dial-up service provided by Launch Internet, together with associated services and software such as email facilities, web space and customer support.

2. When this Policy comes into effect

This Policy applies immediately if you are a new subscriber to the Service. For current Users, this Policy applies 14 days after this Policy is posted on Launch Internet's website. If any changes are made to this policy by Launch Internet, these changes come into effect 14 days after the revised policy is posted on Launch Internet's website.

3. Security

3.1 Passwords

You must keep confidential the password you use to subscribe to the Service. You remain responsible for any use of the Service made using your password.

3.2 Unauthorised access

You must not attempt to obtain unauthorised access to any computer system, including unauthorised access to Launch Internet's system (for example, by attempting to use the account of another user).

3.3 Attacks on third party systems

You must not participate in any attempt to cause any computer system (including Launch Internet's system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.

4. Illegal and infringing use

You must not use the Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes, without limitation:

fraudulent, deceptive or illegal activity;

infringement of copyright, trademarks or other intellectual property rights;

infringement of laws relating to censorship and classification of material;

using the Service to create, forward or distribute defamatory statements.

5. Inappropriate use of resources

The Service is provided for the benefit of residential users and is not designed or intended for commercial use or for use as a permanent connection. You must not:

use software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;

download software or other material for sale, distribution or other non-personal use;
attempt to make more than one simultaneous connection to the Service;
stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage

patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).

Launch Internet reserves the right to disconnect or separate into a separate pool the users that stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).

6. Electronic Mail

You must not use the Service to distribute electronic communications (including electronic mail, SMS messages, chat messages and newsgroup postings):

to a person or group who has indicated that they do not wish to receive the communication from you;

if the communication is unsolicited bulk mail or "spam" (whether or not it is commercial in nature);

in a way that forges or disguises the origin of the communication;

in a way which is intended, or likely to, adversely affect the functionality of any computer system (including Launch Internet's systems).

7. What happens if you breach this Policy?

If Launch Internet believes on reasonable grounds that you have breached this Policy, Launch Internet may (but is not obliged to) take one or more of the following steps:

suspend your access to the Service indefinitely or for a specific period;

place time or download limitations on your use of the Service;

terminate your access to the Service and refuse to provide the Service to you or your associates in the future;

if Launch Internet considers that you are in breach of Section 5 of this Policy (Inappropriate Use of Resources, Launch Internet may (in addition to other steps set out above) place you in a separate pool of users with similar usage patterns in order to free up resources for other users; inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and

delete or edit any of your data (including webpage content) stored on Launch Internet's computer systems.

Privacy Policy

Launch Internet is committed to providing you with a high level of customer service including protecting your privacy. Launch Internet is bound by the Commonwealth Privacy Act 1988, which sets out a number of principles concerning the protection of your personal information.

Set out below is information that Launch Internet is required to communicate to our customers. We recommend that you keep this information for future reference.

Launch Internet

Launch Internet provides a range of telecommunication, Print & Design and IT support services, either through a particular division within Launch Internet or through one of our related companies - for example, Launch Media.

Your personal information

Personal information held by Launch Internet may include your name, date of birth, current and previous addresses, telephone/mobile phone number, email address, bank account or credit card details, occupation, driver's licence number and your Launch Internet, username or password. We also hold details of your Launch Internet services (including their status), as well as certain details about your personal interests.

If you choose not to provide us with certain personal information (e.g. your date of birth), we may not be able to provide you with the services you require, or the level of service on which we pride ourselves.

Occasionally, you may need to provide personal information about other individuals to Launch Internet (e.g. about your authorised representatives). If so, we rely on you to inform those individuals that you are providing their personal information to Launch Internet and advise them that we can be contacted for further information.

How we collect personal information

Launch Internet collects personal information in a number of ways, including:

- directly from you, when you provide information by phone or in application forms, or when you submit your personal details to us through our web sites (e.g. during Online Service registration);
- from third parties such as our related companies, credit reporting agencies or your representatives;
- from publicly available sources of information;
- from the organisations identified below under 'When we disclose your personal information or
- from our own records of how you use your Launch Internet services including CLI (caller line identification) even if number is withheld by user.

How we use your personal information

Your personal information may be used to:

- verify your identity;
- assist you to subscribe to our services;
- provide the services you require;
- administer and manage those services, including charging, billing and collecting debts;
- inform you of ways the services provided to you could be improved;
- conduct appropriate checks for credit-worthiness and for fraud;

- research and develop our services;
- gain an understanding of your information and communication needs in order for us to provide you with a better service; and
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems.

Also, your personal information is collected so Launch Internet can promote and market its services to you. We do this to keep you informed of our products, services and special offers. If you do not wish Launch Internet to promote and market its products, services and special offers to you, please email legals@launch.net.au. In relation to marketing and promotional material sent via email, we will send such material only if you elect to receive it or if it is provided in response to your request.

When we disclose your personal information

In order to deliver the services you require, Launch Internet may disclose your personal information to organisations outside Launch Internet. Your personal information is disclosed to these organisations only in relation to Launch Internet providing our services to you. These organisations carry out our:

- customer enquiries;
- mailing operations;
- billing and debt-recovery functions;
- information technology services;
- installation, maintenance and repair services;
- marketing, telemarketing and market research; and
- web site usage analysis.

Launch Internet takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

In addition, we may disclose your personal information to:

- your authorised representatives or your legal advisers (e.g. when requested by you to do so);
- credit reporting and fraud checking agencies;
- credit providers (for credit related purposes such as credit worthiness, credit rating, credit provision and financing);
- our related companies;
- our professional advisers, including our accountants, auditors and lawyers;
- other telecommunication and information service providers (for example, if you obtain services from other providers, we may need to disclose your personal information for billing purposes);
- government and regulatory authorities and other organisations, as required or authorised by law; and
- organisations who manage our business and corporate strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our corporate risk and funding functions (e.g. securitisation).

DSL Service Terms

1. DSL Service

1.1 Launch Internet will specify the date the DSL service will be enabled on the Customers phone line. Launch Internet will try to keep to the specified date, but Launch Internet cannot be liable for any loss suffered by the Customer if Launch Internet fails to do so.

1.2 The Customer must provide a suitable place and conditions for the service if applicable. The Customer must provide electricity and connection points for the facilities and equipment at the Customer's own expense.

1.3 The DSL service will be enabled to the location specified by the Customer. The PSTN line must terminate in a standard wall socket. It is the Customers responsibility to ensure the terminating wall socket of the PSTN line the DSL service is to be enabled on, has sufficient power lead near enough to service the Customers hardware, including the DSL modem.

1.4 Launch Internet cannot guarantee enabling of this service due to distance/other factors.

1.5 If the Customer requests a change in the location at which the service is provided (for example, the Customer has moved to a new address), Launch Internet cannot guarantee that it will be able to provide the service at the new address. The Customer will have to pay any charges associated with the request for change in service location.

1.6 If the Customer wishes Launch Internet to provide the service at a location other than the Customer's premises, the Customer will have to sign a separate agreement with Launch Internet for the additional service provided at the location.

1.7 The Customer will be liable for the cost of any third party services that may be required in connection with the commencement of the DSL service on the Customer's PSTN line. Customer is responsible for notifying Launch Internet if any additional services are required before the DSL service can be successfully enabled.

1.8 Customer acknowledges that certain products are incompatible with DSL. In the event that services on your PSTN line make it incompatible with the DSL service, Launch Internet will contact you. Launch Internet will be unable to supply the service until the incompatible products are cancelled or an alternate PSTN number for the same location can be supplied without the incompatible products.

1.9 If the PSTN line the Customer nominated for the DSL service is currently being used, there will be an outage while the DSL service is enabled. Launch Internet is not liable for any degradation of your regular telephone service if the Customer should continue to use the PSTN service for phone/fax/modem.

1.10 It is the Customers responsibility to ensure that each handset sharing the designated PSTN has an inline line isolation filter ordered.

2. Installation of Service

- If the customer has specified in that they wish Launch Internet to install the DSL Equipment (if any) and Software, customer must provide Launch Internet or its agent with safe access to your Premises and reasonable assistance so that we may:

2.1a) install the DSL Equipment (if any) at your Premises;

2.1b) install the Software on your Computer; make any necessary minor physical modifications to your Premises and your Computer in order to install the DSL Equipment (if any) and Software; and

2.1c) provide you with any support that you may request and we may provide in our absolute discretion.

If:

- you do not own your Premises; or
- you do not own your Computer; or
- you are not the lessee of the telephone service to which the Broadband Service will be provided, you warrant to us that you have notified the relevant owner and/or lessee and obtained the owner's and/or lessee's permission for us to enter your Premises and use your Computer and use the telephone service to which the DSL Service will be provided for the purposes specified in clause 10.1(1) and for the purpose of providing the DSL Service.
- You must indemnify us against any claim made against us by another person in connection with the matters specified in clause 10.1(2).

2.2 We will contact you to agree a time to carry out the Professional Installation. It is your responsibility to ensure the date of the appointment is before your initial Billing Date. You acknowledge that if you miss the appointment, we will charge your account and you must pay the Professional Installation Missed Appointment Fee.

2.3 Whilst we will take reasonable care not to cause any damage, you acknowledge that our installation or support (if any) may cause damage to your Premises or your Computer hardware, software or data. You should ensure that you back up all existing data on your Computer before any installation, removal, inspection, maintenance or upgrade. We will not accept any liability for loss or damage of any kind in connection with our installation or support (if any), even if the loss or damage is caused by our negligence or breach of this Agreement.

2.4 You must indemnify us against any liability we may incur to any person with an interest in your premises in connection with the installation, maintenance or removal of the DSL Service.

2.5 Launch Internet reserves the right to commence contractual billing at the time of enabling DSL on the nominated PSTN line.

3. Hardware

3.1 If Launch Internet provides a DSL modem to the Customer then the Customer accepts the risk of the delivery of the DSL modem to the Customer.

Customer's Equipment

3.2 The Customer acknowledges that in order to access the Service, the Customer must possess the following:

- a) An appropriate DSL Modem; and
- b) A **Network Device** (the hardware device at which the Internet connection is terminated, for example a router, hub or computer) with an appropriate port and the power required to run it.

The Customer is solely responsible for the Network Device, the DSL Modem and their operation.

3.3 The Customer further acknowledges that Launch Internet's responsibility for support extends only to the PSTN socket at the Customer site through which the Service is supplied. In addition, the Customer will not be entitled to receive customer support relating to any issue other than the quality of the signal delivered through the PSTN socket.

3.4 The Customer is wholly responsible for all in-building cabling; the provision of appropriate cables; and the provision or allocation of an appropriate PSTN wall socket for each Service.

3.5 Launch Internet provides support only on products recommended by Launch Internet. Launch Internet approved products are subject to change.

4. Your Network

4.1 Network integration and configuration is the responsibility of the Customer. Launch Internet is not responsible for configuring the Customer's network or workstations.

Relocation of your Premises:

4.2 If you notify us that you wish to move from your Premises to new premises during the Term and continue using the DSL Service, and Launch Internet determines in its absolute discretion that the DSL Service may be provided on the same terms and conditions at your New Premises:

- you must pay the Relocation Fee; and

B) we must provide the DSL Service at your New Premises on the same terms and conditions for the remainder of the Term.

5. Security

5.1 Launch Internet is not responsible for the security of the Customer's network, and strongly recommends that some form of network protection or 'firewall' be installed.

5.2 The Customer will pay to Launch Internet any administration charges spent by Launch Internet in connection with defined abuse or denial of service attacks by the Customer, if applicable.

5.3 Launch Internet reserves the right to terminate the service without notice if, in Launch Internet's sole opinion, there is unauthorised or fraudulent use of another Customer's service, which originates from the Customer's address.

6. Service

6.1 Launch Internet will endeavour to provide the service to the Customer in accordance with the service levels set out in the Launch Internet Service Level Agreement, where the DSL service applies to a Service Level Agreement.

6 .2 The Customer must not share the service with any person without the prior written approval of Launch Internet.

6 .3 The Customer must not use the DSL service as a back channel for satellite. This constitutes abuse of the service and a breach of these terms. Launch Internet reserves the right to suspend or terminate the Service to any Customer for that breach.

7. Customer Promises and Warranties

7 .1 Customer will, at its own cost:

7 .1.1 be responsible for the set-up or configuration of Customer's equipment and obtaining all licenses, consents, approvals and rights for access to and use of the service;

7 .1.2 be responsible for all information retrieved, stored and transmitted through the service and for managing the use of storage capacity so that it does not exceed the capacity allocated to Customer and/or cause congestion in Launch Internet's network system;

7 .1.3 comply with any laws in connection with the service.

7.2 The Customer warrants that it or its employees will be the users of the Service.

7.3 The Customer must not use or permit anyone else to use the Service without Launch Internet's permission.

7.4 The Customer warrants that the information supplied by them in relation to the service is true and correct.

7.5 The Customer shall be responsible for backup and storage of the Customer's software including, without limitation, data.

8. Support

8.1 If the Customer experiences a problem with the Launch Internet service or the facilities, the Customer should report it to Launch Internet's Technical Support Team by telephoning 1800 720 106

8.2 Launch Internet will use reasonable efforts to rectify the problem as soon as possible.

8.3 If the Customer reports a fault and Launch Internet finds there is no fault or the fault was not caused by Launch Internet, Launch Internet may charge the Customer for any work Launch Internet has done to try to find the fault or repair it.

8.4 Launch Internet is not responsible for software not distributed, approved or recognised by Launch Internet including software downloaded from the Internet. If Customer uses such software in connection with the service, Launch Internet will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.

8.5 Launch Internet may access the Customer's content and other parts of the service as necessary to identify or resolve technical problems or to respond to service complaints.

8.6 Launch Internet may, but is not obligated to, provide the Customer with on site technical support. This is a charged service with separate terms and conditions.

9 Termination & Fees

9.1 The Customer must pay the fees and charges specified on the Quotation as varied from time to time in accordance with this agreement (Service Fee) for the supply of the Service.

9.2 The Service Application Form or Quotation may specify a minimum period for use of the Service or a trial period if indicated.

9.3 If a minimum or trial period applies to this agreement:

9.3.1 Launch Internet may elect not to deliver to the Customer the Service or any equipment required for the Service until the expiration of that period; and

9.3.2 the Customer may cancel this agreement and its request for Service at any time prior to the expiry of the trial Period by giving notice to Launch Internet in accordance with the relevant legislation.

9.4 If Customer terminates this agreement after the end of the trial Period, if applicable, and before the expiry of that minimum period, it must immediately pay to Launch Internet the following cancellation fee:

9.4.1 the balance of the Service Fees for the remaining part of that minimum period or unless stated otherwise on the referred web site and or Service Application Form; and

9.4.2 all unpaid amounts for any Launch Internet Supplied Equipment.

9.5 After the expiry of the Initial Term, either party may terminate at will with 30 days notice in writing.

9.6 Launch Internet may suspend or terminate the Service at any time without notice if, in Launch Internet's reasonable opinion, the Service is being used inconsistently to the applicable Acceptable Use Policy or these T&Cs.

9.7 If the agreement is terminated for convenience in accordance with Clause 8.5, the Customer must pay to Launch Internet all unpaid Service Fees for the applicable service period and unpaid amounts for Launch Internet supplied equipment.

9.8 Upon termination of this agreement by either party for any reason, Launch Internet will cancel the DSL service. This agreement shall thereafter be at an end but without prejudice to any accrued rights of either the Customer or Launch Internet pursuant to this agreement.

10. Changing this agreement

10.1 If you ask us to change the place at which the Launch Internet DSL Service is provided (for example, you have moved to a new address), we cannot guarantee that we will be able to provide the Launch Internet DSL Service at the new address. You will have to pay any charges for installing the Launch Internet DSL Service at the new address and you agree that Launch Internet will not be liable for any delays you may experience as a result of relocating to a new address.

10.2 If you want us to provide the Launch Internet DSL Service at another place in addition to your premises, you will have to sign a separate agreement with us for the service provided at that place.

10.3 Subject to clause 10.4, we can change this Agreement, the Acceptable Use Policy, Customer Service Level Guarantee or the fees and charges applicable to the service at any time without notice.

10.4 If we change this Agreement, the Acceptable Use Policy or the fees and charges applicable to the service in a manner which we reasonably consider would cause detriment to you, that we

will notify you of the change at least 30 days in advance. Our assessment of whether a change would cause detriment to you will include consideration of your usage patterns over the 3 months immediately preceding the change. If we reasonably consider that a change causes detriment to you and notify you of the change but you do not accept the change, you may terminate this Agreement but you must notify us of such termination within 14 days of our notice. If you notify us that you wish to terminate this Agreement, the termination will take effect from the date of change to this Agreement, the Acceptable Use Policy or the fees and charges applicable to the service comes into effect, as specified in our notice. Notwithstanding that you may send us notice of termination under this clause, if you continue to use of the Service beyond the date of the change, you will be charged for such use. Your continued use of the Launch Internet DSL Service beyond the date of the change will be deemed acceptance of it.

10.5 It will be sufficient, for the purposes of clause 10.4, that we notify you only of the fact that this Agreement, the Acceptable Use Policy or the fees and charges applicable to the service has been changed and that we post a revised copy of this Agreement, the Acceptable Use Policy or the fees and charges on the relating Launch Internet website.

11 Term

11 .1 The initial term for supply of DSL service shall be for a period as specified by the Customer on the Service Application Form, Quotation or any online application process from any Launch Internet business unit.

11 .2 Some Customers have chosen a service plan with no 'Minimum Subscription Period' For those Customers, this agreement continues on a monthly basis until terminated by either party with 30-days prior written notice.

11 .3 Other Customers have chosen a service plan with a 'Minimum Subscription Period'. For those Customers, after expiration of the Minimum Subscription Period which shall be six (6) months, the agreement shall be renewed automatically on monthly terms, unless terminated earlier as provided in Clause 8. After the expiration of the Minimum Subscription Period, the Customer can terminate the service with 30-days prior written notice.

DSL Acceptable Use Policy

1. Introduction

1.1 If you have an agreement with Launch Internet for a service ("**Service**") that includes or incorporates this Acceptable Use Policy ("**AUP**"), you must comply with this AUP when you use that Service.

1.2 A reference to "**you**" in this AUP includes a reference to your officers, employees, contractors, agents and anyone else (other than Launch Internet or its representatives) who uses the Service.

2. What you cannot use the Service for

2.1 You must not use the Service, attempt to use the Service or allow the Service to be used in any way:

Breach of law

(a) which results in you or Launch Internet breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;

Damage to property or people

(b) which results, or could result, in damage to property or injury to any person;
(c) to harass, menace or stalk people;

Protection of minors

(d) which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

Discrimination

(e) which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;

Obscene, defamatory, offensive, abusive

(f) to send, display or be otherwise involved in material which is obscene or defamatory;
(g) which is, or which would be considered by a reasonable person to be, offensive or abusive;

Illegal business practices and gambling

(h) to engage in any misleading or deceptive business or marketing practice;
(i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

The rights of others

(j) which infringes Launch Internet's or any other person's rights (including intellectual property rights and moral rights);
(k) which constitutes a misuse of Launch Internet's or any other person's

- confidential information; or
- (l) which results in a breach by you of any obligation that you owe to any person.

3 What you cannot use the service to do

3.1 You are not authorised to access Launch Internet's computer systems or networks for any purpose other than to use the Service in accordance with this AUP and your agreement with Launch Internet for supply of the Service.

3.2 You must not:

Interfering with services and systems

- (a) interfere with the proper operation of the Service or any other part of Launch Internet's network or systems; or
- (b) use the Service to contribute to, or participate in, a Newsgroup, forum or chat room in a way that has an adverse effect on the proper operation of those Newsgroups, forums and chat rooms.

3.3 You must not use the Service, attempt to use the Service or allow the Service to be used:

SPAM and USENET SPAM

- (a) to send, cause the sending of or otherwise be involved in the sending of, SPAM or USENET SPAM; **SPAM** means unsolicited Bulk electronic messages of any kind (including email, fax, SMS and ICQ messages). Bulk means 20 electronic messages over a 10 minute consecutive period. **USENET SPAM** means Excessive electronic Newsgroup messages. Excessive means posting the same or substantially the same message ("Message") to one or more Newsgroups resulting in a Breidbart Index of 20 or more. A Breidbart Index is calculated by multiplying the number of Messages by the square root of the number of Newsgroups that they are posted to over a consecutive 45 day period.¹

Virus, denial of service attacks

- (b) in connection with any program (including a virus, Trojan horse, worm, cancelbot, time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Launch Internet's or anyone else's);

Open relay and port probing

- (c) to access or use Launch Internet's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;

Spoofing

- (d) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or

Usage limits

(e) to manipulate or bypass Launch Internet's content usage limits.

4. Other obligations related to SPAM and USENET SPAM

4.1 You must not benefit from SPAM or USENET SPAM (which includes causing or requesting any of your details to appear in SPAM or USENET SPAM and/or receiving responses to SPAM or USENET SPAM).

4.2 You must not purchase, create, use, distribute, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, SPAM or USENET SPAM.

4.3 If you send Bulk solicited electronic messages, then:

- (a) you must include in each message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you ("Opt Out Notice"); and
- (b) if you are sent an Opt Out Notice, then you must immediately comply with the notice.

ADSL Unlimited use policy

All unlimited ADSL plans or any other ADSL plans specified by Launch Internet may be subject to an acceptable use policy where the service speeds may be reduced to 72 Kbps after 30GB of data is download over a customers anniversary month. Launch Internet reserves the right to reduce service speeds if Launch Internet warrants an end user is excessively downloading data to maintain network performance.

Terms & Conditions

All Terms and Conditions incorporate Launch Internet and Launch Internet's subsidiary business units.

GENERAL TERMS AND CONDITIONS FOR INTERNET SERVICES

1. Definitions and Interpretation

1.1 Company means:

- In the case of Launch Internet Pty Ltd ACN 120 849 934 or any of Launch Internet's affiliated companies under this ACN.

"Acceptable Use Policy" means the general use of the Launch Internet's Internet services.

"Agreement" means the Application and these terms and conditions as varied by Company.

"Application" means the application to us for Service to you, completed in full and accepted by Company either by notice in writing or by Company providing the Service.

"Billing month" means calendar month or anniversary month as applicable.

"Commencement Date" means the date on which Company commences providing the Service to Customer.

"Customer" means a person whose Application is accepted by Company. You represent that you are at least 18 years old and that you have the right and ability to enter into this Agreement.

"Law" means any law (including common law), regulation, standard or code of practice including any Law governing the Service or this Agreement.

"Agreement Term" means any minimum period of service as stated in any written information or on the Company website and selected in the Application.

"Company website" means the website at the URL www.launch.net.au or such other websites as may be notified by Company from time to time.

"Products" means the provision of products and items sold at Company shops and Company authorised distributors.

Provider means any of Company's infrastructure, service or utilities providers including providers of infrastructure, services or utilities used in providing the Services.

Service means the provision of services to access and/or utilise the Internet including services to host webpages on its servers and to provide electronic mail accounts and any other services as may be introduced and provided by Company.

1.2 (a) Words denoting the singular include the plural and vice versa.

(b) Including and include are not to be treated as words of limitation.

2. Fees and Charges

2.1 From the Commencement Date, the Customer will pay the fees and such other charges relating to the Service or this Agreement at the rates notified by Company from time to time ("Fees").

Invoices. Notices for billing invoices are sent via electronic mail. Requests for paper invoices will incur a charge of \$3.30(GST inclusive) per mail out.

Payment Terms. Fees are due and payable 7 days from date of invoice. Company may charge the greater of a late payment fee of \$10 per month or interest on any overdue Fees at 10% per year from the due date of payment together with any prevailing reminder fee notified by Company.

Monthly Subscription Fees. Monthly subscription fees are billed in advance while excess usage fees are billed in arrears. For accounts with minimum monthly charges, this amount is payable irrespective of the services being used or not.

Additional Charges. Rejected cheques or invalid credit card transactions will be automatically charged back to the Customer's account. A charge of \$22.00 is charged for dishonoured cheques while credit card chargeback's will attract a fee as advised by the Customer's credit card provider. A charge of \$3.30 applies for posted or faxed invoices. All fees and charges are inclusive of GST.

Change in Charges. Company reserves the right to modify fees and charges for services and products it provides at any time by notice to you. Your continued use of the service after such notice will constitute acceptance of the variation. Notices under this agreement must be sent by post, by facsimile, or by email, unless Company specify an alternative means of giving notice in order to verify your identity. Customers will be notified via email not less than 14 days prior to any such changes.

Invoice Disputes. The Customer must notify Company of any dispute, as soon as practicable but in any event no later than 14 days after issue date of the invoice. A valid notice will contain the full Customer details plus the reasons for disputing the fees or charges. Once Company receives a valid request, it will acknowledge and confirm receipt of the notice to the Customer within 48 hours. The minimum time for Company to review a disputed bill is 14 days.

Credits on Account. Customer must notify Company of any credit request as soon as possible. Full Customer details will be required including the reasons for credit. Once Company receives a valid request, it will acknowledge and confirm receipt of the request within 48 hours. All credit on account requests are to be investigated before it can be granted. Approved credit applications will be given by crediting the Customer's account. The minimum turnaround of a credit on account is 14 days.

Refunds. Customer must notify Company of any refund request as soon as possible but in any event no later than 14 days after the date on which the reason for the refund request arose. Full Customer details will be required including the reasons for refund. Once Company receives a valid request, it will acknowledge and confirm receipt of the request within 48 hours. All refund applications are to be investigated before it can be granted. The minimum turnaround of a refund application is 14 days. Approved refund applications will be refunded free of interest.

If, in Launch Internet's reasonable opinion, the Customer breaches any of the terms and conditions in the Agreement or the Acceptable Use Policy, Company may suspend the Customer's access. The Customer is not entitled to a credit or refund for loss of access during the suspension period.

Payment Options. Fees and charges are payable by credit card, invoice or as specified by Company.

Credit Card. If a credit card number has been supplied for billing purposes, this is taken as permission to bill this card for any money owing to the Company. Should this credit card number expire or should Company otherwise be unable to debit valid charges to this credit card number, Company may immediately and without notice withdraw the Customer's access to the Service. The Customer is responsible for updating or advising Company of any changes relating to their credit card. A standing credit card payment authority may be required if credit card payment is elected.

2.2 Customer will pay to Company such security deposits as Company may require and will pay additional deposits if required by Company.

2.3 Customer must pay Fees even if Customer disputes the Fees. In the event that Company decides a dispute in Customer's favour, Company will refund to Customer any excess amount paid by Customer free of interest.

2.4 Multiple log-ins are prohibited on any Company service or product unless specified. Unauthorised multiple log-ins will result in automatic suspension without notice.

2.6 If there are any unauthorised or illegal log-ins to Customer's account, Customer must pay on demand to Company any Fees incurred prior to Customer giving notice in writing to Company in accordance with clause 5.6.

2.7 Customer must pay and will indemnify Company against any charges incurred as a result of the use or purported use (whether authorised or unauthorised) of Customer's account including international and local telecommunications charges.

2.8 GST

Unless the price for a service is stated on the Agreement to be GST inclusive, if any GST is payable by Company on any taxable supply made under this agreement, Customer must pay to Company an additional amount equivalent to the product of the consideration for that supply and the then prevailing GST rate, subject to receipt of a valid tax invoice. GST exempted Customers are required to send in a notice of exemption from the Australian Tax Office.

2.9 Customer must pay all telecommunications charges (including STD charges if applicable) for use of Service. Company does not assess what telecommunications charges apply to the location from which Customers connect to a Company point of presence.

2.10 Company's product list (as amended from time to time) located on the Company website specifies the amount of data transfer available to Customers for particular products or services. If Customer transfers data in excess of these megabyte limits, Customer will be charged at the rate specified on the Company website.

2.11 Reconnection. If Company has suspended or terminated Customer's service for any reason, it reserves the right to charge Customer a Reconnection Fee before Company will reconnect the account or lift the suspension.

3. Company's Rights

Company has the right to manage and control access to systems and information stored within the Company system, as Company deems appropriate. Company may vary or suspend the Service (or any part of it) including removal of all or part of the content of webpages hosted on its servers, removal of all or part of the postings on its news service and the blocking of electronic messages through its mail servers. Notwithstanding this right, Company does not have the responsibility or capability to edit or review Customer webpages, postings on news services or electronic messages through its mail servers.

Unless the Service through which Customer accesses the Company system is a permanent connection to Company, Company may disconnect a Customer from the Company system (forced logout) without notice if there is no use of the Company system by that Customer for a specified period (which in the case of a dial-up Service is 30 minutes)

Company reserves the right to suspend, without prior notice, some or all of the Service, if Company in its absolute discretion, considers that the Customer has not complied with one or more of the terms in the Agreement or the Acceptable Use Policy or as otherwise misused or abused the Service.

In the event that Company suspends the Service, the Service will be automatically terminated 3 months subsequent to the suspension date if the account has not been reconnected prior to this date.

Special Promotions. Company reserves the right to apply special terms and conditions on special promotions applied to its new services, plans, products or offers. Customers will be advised of these special conditions upon sign ups or product purchases. The terms of a promotion will override these terms to the extent of any inconsistency.

4. Obligations

Customer will, at Customer's own cost:

- (a) be responsible for the set-up or configuration of Customer's equipment and obtaining all licences, consents, approvals and rights for access to and use of the Service;
- (b) be responsible for all information retrieved, stored and transmitted through the Service and for managing the use of storage capacity so that it does not exceed the capacity allocated to Customer and/or cause congestion in Company's network system;
- (c) not intentionally attack, damage or otherwise interfere with Company's network system and/or the Service or use it to cause harm to any other person including other users of the Service or other Internet service providers;
- (d) not send unsolicited bulk emails to third parties using the Company network;
- (e) comply with any Laws in connection with the Service;
- (f) not share the Service with any person without the prior written approval of Company and will use the Service only for the purpose for which it is subscribed;
- (g) comply with the Acceptable Use Policies

4.1 It is the Customer's responsibility to keep their details up to date. Accounts may be suspended if Company is unable to contact the Customer via the details supplied by the Customer.

4.2 It is the Customer's responsibility to ensure that the content of their webpages, postings on news services and electronic messages is not illegal, defamatory, offensive or otherwise in breach of the Acceptable Use Policies.

5. Security

5.1 As information transmitted through the Internet is generally not confidential, Company does not guarantee the protection of Customer's privacy. Customer will take all necessary measures (including changing Customer's password from time to time) to protect the secrecy of Customer's User Identification Name ("UIN") and/or password. Change of password over the phone will only be permitted and given to the authorised account holder. Verification of the identity of the account holder will be conducted as required by Company. Company is not liable for any loss suffered by Customer or any third party due to any wrongful or fraudulent use of Customer's account by Customer or any other person.

5.2 Where a Userid is necessary to access the Service, Customer will use only Customer's own Userid.

5.3 Customer does not acquire rights to any mailbox number, the Userid, IP address, circuit reference and any codes assigned to Customer by Company and Company reserves the right to change or re-assign the same to Customer at its sole discretion without being liable to Customer for any loss suffered by Customer.

5.4 Company will not perform system backups on information stored within its system. Company is not responsible or obligated to provide historical data or to assist Customer in downloading, faxing or reading to Customer any of Customer's electronic mails.

5.5 If at any time Customer requests Company to reset Customer's password, Customer must immediately reset that password to a new password.

5.6 Customer must immediately notify Company of any unauthorised use of Customer's account or any other breach of security known to Customer. Liability of the Customer only ceases at the time of notice of an unauthorised or illegal account use.

5.7 Company does not warrant that the Service will be uninterrupted or error free.

6. Software

6.1 If Company provides software for use with the Service, Customer is responsible for ensuring that it is suitable for Customer's needs (including its compatibility for use with the Customer's equipment)

6.2 Company is not responsible for software not distributed, approved or recognised by Company including software downloaded from the Internet. If Customer uses such software in connection with the Service, Company will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.

7. Changes in Service

Company requires a minimum of 14 days notice before the intended change in service. If Company receives a valid request, it will acknowledge and confirm receipt of the requested change of Service by e-mail within 48 hours. The effective date of such change will be the first day of the next billing month. If Company receives the change request earlier than 14 days prior to the end of the current billing month, the change should be effective from the first day of the next billing month. Change in charges will only be effective from the 1st day of the next billing month. Any fees are payable for the remaining term of the previous plan. No pro-rata refund is applicable for change of plans.

8. Termination

8.1 Company requires a minimum of 30 days notice before the intended account termination date. Once the Company receives a valid request, it will acknowledge and confirm receipt of termination requests by e-mail within 48 hours. The account will remain open and available for use until the end of the current billing month. Account charging will cease from the 1st day of the next billing month. Parts of months are not refundable.

8.2 Company may terminate this Agreement immediately if:

- (a) Customer has breached any provision of this Agreement;
- (b) Customer has at any time provided any false or incomplete information to Company;
- (c) in the opinion of Company or any regulatory authority, it is not in the public interest to continue providing the Service to Customer;
- (d) (where Customer is an individual) if Customer dies or is declared a bankrupt; or
- (e) (where Customer is a corporation) if Customer becomes insolvent, subject to administration or receivership or ceases to carry on business or is subject to anything having a similar effect.

8.3 Company reserves the right to delete the Customer's personal files and email at any time after suspension or termination.

9. Liabilities of Customer upon Termination

9.1 If this Agreement is terminated pursuant to clause 8, Customer will be liable for all Fees up to and including the expiry date of the relevant Minimum Subscription Period. These Fees are payable by Customer in accordance with our payment terms as stated in clause 2.

9.2 Company may use any security deposits paid by Customer and Customer credit card supplied for billing to offset any amounts due from Customer under this Agreement or any other agreement between Company and Customer, and any remaining balance will then be refunded to Customer free of interest.

9.3 Indemnities given by Customer and Customer's obligations of confidentiality survive the termination of this Agreement.

10. Suspension of Service

10.1 Company may at any time in its sole discretion suspend any Service, without incurring any liability or prejudicing any of its other rights or remedies, for whatever reason, including:

- (a) where Company suspects that Customer's account has been hacked or accessed by an unauthorised person or that the security of Customer's account has been compromised in any way; or
- (b) where any Fees payable by Customer are overdue or any deposit or increase in Fees required by Company is not paid by Customer.

10.2 Upon Suspension, the Service will be deemed to be terminated and Customer will be liable for all Fees up to the date of Suspension and if the Minimum Subscription Period has not expired, Customer will be liable for all Fees up to the end of the relevant Minimum Subscription Period. Customer will also be liable for any reminder fees invoiced by Company following Suspension and prior to any termination of this Agreement pursuant to clause 8 at rates prescribed by Company.

10.3 Company may, in its discretion, reconnect the Service or service(s), as the case may be, in which event this Agreement will be deemed to continue as if it had not been terminated. Company reserves the right to impose on Customer a reconnection fee before Company will reconnect the account or lift the suspension.

11. Support

Company may, but is not obligated to, provide Customer with on site technical support. Company does not guarantee such support and will not be liable for any loss or damages to equipment, software, information incurred by Customer in connection with such support. Company reserves the right to impose charges for support services provided to Customer. Company's invoice will be evidence of Customer's request for such services. Company will only provide support for equipment, which is approved for use in a public telecommunications network by the relevant statutory authority.

12. Limitation of Liability

12.1 When the Customer is a consumer as defined by any relevant law such as the Trade Practices Act 1974 ('Consumer'), then certain terms will be implied into this Agreement for the benefit of the Consumer and, where prescribed by law, those terms cannot be modified or excluded by this Agreement ('Statutory Warranties'). Two of these Statutory Warranties are implied warranties that Company will provide services to a Consumer with due care and skill and that any goods supplied to a Consumer in connection with those services will be reasonably fit for the purpose supplied. In all other cases and except where inconsistent with these Statutory Warranties, the provisions of sub-clauses 12.2 to 12.5 and clause 13 apply.

12.2 For Customers who are not Consumers, Company's liability for breach of a Statutory Warranty is limited to (at the election of Company):

- (a) in the case of services, supplying the services again or the cost of having the services supplied again;
- (b) in the case of goods, the lowest of the cost of replacing the goods, acquiring equivalent goods or having the goods repaired.

12.3 Except in relation to breach of a Statutory Warranty, Company excludes all liability for:

- (i) breaches of any express or implied term, condition or warranty; and
- (b) negligence, in connection with its performance of this Agreement. Except in relation to breach of a Statutory Warranty, Company is not liable for any loss of information caused as a result of any interruption, suspension, or termination of the Service, or for any information available, received or transmitted through the Service.

12.4 Except in relation to breach of a Statutory Warranty, Company is not liable to you for:

- (a) any economic loss or damage including any loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings or profits;
- (b) any indirect or consequential loss or damage;
- (c) any loss or damage relating to the acts or omissions of any third party including any acts or omissions by a Provider; and
- (d) any loss or damage resulting from computer viruses or other defects.

12.5 Company makes no warranty or representation regarding any advertiser, goods, software or services purchased or obtained through the Service or any transactions entered into through the Service. Customer's participation in promotions or advertisements is solely between Customer and such advertiser and Company is not liable for any loss or damage incurred as a result of such dealings or the presence of such advertisers on the Service.

13. Indemnity

Customer indemnifies Company at all times against all claims, actions, proceedings, costs, expenses (including legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages which Company may incur arising out of or pursuant to any negligent or illegal act or omission by Customer, breach by Customer of the terms of this Agreement or any of Company's Acceptable Use Policies, or any unauthorised use by Customer of the Service.

14. Confidentiality and Privacy

14.1 Customer must not disclose to any person or use for any purpose any confidential information which comes to Customer's knowledge in connection with the Service or this Agreement.

14.2 Company may access Customer's content and other parts of the Service as necessary to identify or resolve technical problems or to respond to service complaints.

14.3 Company complies with the requirements of the Privacy Act. The Company Privacy Statement can be viewed and printed at <http://www.launch.net.au/privacypolicy.html> Customer consents to the Company dealing with Customer's personal information in the manner described in the Privacy Statement.

15. Variation and Waivers

15.1 Company reserves the right to amend these terms and conditions, any service plans, or Fees at any time upon notice (in such form as may be determined by Company) to Customer. Notice via electronic mail to the Customer's electronic mail addresses, by the posting on Company's website and the Customer's continued use of or subscription to the Service will be sufficient notice for this purpose.

15.2 Any provision of this Agreement may be waived only if Company so agrees in writing.

15.3 The failure of Company to exercise any of its powers, rights or remedies under this Agreement will not constitute a waiver of those powers, rights or remedies.

16. Assignment

Customer must not assign or agree to assign any right and must not delegate performance of any of its obligations under this Agreement. Company may assign any of its rights or obligations under this Agreement.

17. Force Majeure

If Company is prevented by reason of any event or circumstance beyond its control and without the wilful default or negligence of Company (Force Majeure Event) from performing any of its obligations under this Agreement, it will not be liable to Customer for not performing, or for the manner of its performance of, such obligation to the extent which, and for the period of time during which, it is so prevented.

8. Governing Law and Jurisdiction

This Agreement is governed by the laws in force in Queensland , Australia and each of Customer and Company submit to the exclusive jurisdiction of the Queensland courts.

19. Notices

19.1 Notices sent by Customer under this Agreement must be in English and in legible writing and may be delivered by hand, by mail, by facsimile or by email. Notices delivered by hand, by mail, or by facsimile must be delivered to the Company's address or fax number respectively set out in the Company information page on the Company Website. Notices sent by e-mail must be sent to the Company at the following addresses.

- a) Email notices pursuant to clause 2 must be sent to accounts@launch.net.au
- b) Email notices pursuant to clause 7 must be sent to accounts@launch.net.au
- c) Email notices pursuant to clause 8.1 must be sent to accounts@launch.net.au

19.2 Notice by Customer will be deemed given:

a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agreement or representative of the Company;

b) in the case of facsimile, upon receipt by the Customer of an acknowledgment or transmission report generated by the facsimile machine used to send the notice;

c) in the case of e-mail:

(i) on receipt of email acknowledgment from the Company of the Customer's email for any matter relating to:

A any invoice dispute or a claim for refund or credit under clause 2;

B a change of service or plan under clause 7; or

C a termination of service under clause 8.1, and

(ii) on receipt by the Customer of a delivery confirmation report on the Customer's computer, for any other matter.

20. Severability

If any provision of this Agreement is prohibited, invalid or unenforceable that provision will be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement.

21. Legal Costs

Customer will be liable for and indemnifies Company against all costs and expenses (including legal costs on a full indemnity basis) which Company may incur or pay in protecting or enforcing any rights under this Agreement (including Customer's failure to pay Fees).

22. Entire Agreement

This Agreement constitutes the entire agreement between Company and the Customer. No understanding, arrangement or provision not expressly set out in this Agreement will bind the parties