

Tradeweb SupaFast Terms and Conditions

1. Information regarding this Agreement. *Please read this Agreement carefully.*

The supply of Services under this agreement are provided by Tradeweb, (in this agreement referred to as "our", "we", "us") ABN 64 054 696. Tradeweb may use third party suppliers and or contractors for the supply of services under this agreement. By using Tradeweb you have indicated your acceptance of all the terms and conditions referred to in this Agreement. This agreement will be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

2. Definitions

Agreement means this agreement for the provision of services by us to you.

Charges means any charges payable by you to us pursuant to this agreement.

Default Fees means all charges and costs we may incur in relation to a breach by you of your obligations.

Schedule means the duly completed Service Application Form.

Service means the supply of Asymmetrical Digital Subscriber Line access as described in this Agreement.

Application Date means the date your application is received by Tradeweb either by fax or standard mail.

Supply Term is any 3 month, 6 month or 12 month period as described in section 3 of this Agreement.

Carrier means Veridas, the upstream supplier used by Tradeweb for provision of these services.

Contractor means a licensed telephone installer.

3. Term of this Agreement

This Agreement commences on the Application Date and will continue until Services are terminated by either party. If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement.

The Service Supply Term of this agreement is a fixed 3 months, 6 months or 12 months from the Service Commencement Date, at which time it will automatically be renewed for a further consecutive fixed period, as selected by you on the SupaFast Application Form, until you provide 30 days written notice requesting termination before the end of the Supply Term. Termination cannot be effected prior to the expiration of a Supply Term.

4. Termination

Should the Service be terminated within 6 months from the Service Supply Term starting Date by any of the following actions: (a) Cancellation of the Service at your request, (b) re-location of your Service from the installed Service address, (c) disconnection or cancellation of the phone line that the Service is attached to, you will be liable for a \$160.00 termination fee together with Charges applicable for the Supply Term and any notice period.

5. Notices

Notices under this Agreement may be sent to you by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given: - For ordinary mail, three days after dispatch by express post. - For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our E-Mail server respectively.

6. Our Rights and Obligations to you

We will use our best endeavors to provide you with a continuous Service and to provide the necessary information to access that Service, however this is not guaranteed.

Any personal information you provide us will be handled and protected, in accordance with the Privacy Act 2001 and we will obtain and hold any necessary licenses required under law. While we will use our best endeavors to ensure the data you transfer will be received by the intended destination (including electronic mail) we cannot guarantee that it will reach the intended destination.

Tradeweb may assign any or all of the rights and obligations on its part contained herein, however you may not assign any of your rights or obligations hereto. You authorise Tradeweb to review your credit rating at any time and to report any delinquencies and any other information concerning you.

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Tradeweb may amend this agreement from time to time, providing 10 days written notice to you. The amendment will take effect unless you notify us in writing of your objection. Any renewal in accordance with clause 3 subsequent to any amendment notice given by us, will despite any objection by you, be on the amended terms. This Agreement can only be varied as provided in this clause, or by agreement of both parties.

7. Your Obligations to us

You must provide us with accurate and truthful information in your SupaFast Service Application Form and keep us informed of any changes thereto and you are responsible for all Telecommunications charges required for connecting to the Service.

You will indemnify us in respect of all costs, damages, and loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.

Should you terminate the Service prior to the expiration of a Supply Term you will immediately pay to us the Charges that would have been payable for the relevant Supply Term had the termination not occurred. You agree that should you terminate your Service during a Supply Term that you will be liable for all Charges that would have been incurred until the end of the Supply Term.

You agree that you will not contact the Carrier for any reason and agree that if you do contact the Carrier that you will be liable for all costs imposed on us by the Carrier. You agree that all IP addresses assigned under this agreement remain the property of Tradeweb and that these may change from time to time.

You agree that you will not interfere with the normal operation of the service or any facility, or make either unsafe. You will allow the Carrier, Contractor or Tradeweb safe access to your premises as required. You agree to ensure that the Carrier, Contractor or Tradeweb are provided with sufficient and timely access to your premises to enable the Carrier, Contractor or Tradeweb to provide the service. If you do not have control or have access to the premises in which the service is delivered, you must: Procure for the Carrier, Contractor or Tradeweb all such access to the premises as may be required and indemnify the Carrier, Contractor or Tradeweb against any claim by the owner or occupier of the service premises, or any person, in relation to the entry of those premises.

8. Payment & Credit Terms

You will incur charges when using the Service, details of which is published on Tradeweb's Website (<http://www.tradeweb.com.au>). We retain the right to alter these charges from time to time and such alterations shall be notified to You by the giving of one months written notice by e-mail. By registering, You agree to pay the charges via Credit Card, Cheque, Money Order or Direct Debit.

You will be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies including interest at the rate prescribed by the Supreme Court Act plus 4% calculated daily and compounded monthly.

9. Service Description

The Service uses Asymmetrical Digital Subscriber Line technology and any transmission speeds referred to by us, refer to the maximum theoretical speed achievable with the Service under ideal conditions, and you acknowledge that actual speeds may be different than the theoretical speeds. Speeds may vary for reasons which include but are not limited to: (a) Carrier line interference, (b) Internet Congestion, and (c) errors in the configuration of your equipment.

Additional Carrier service features may interfere with the supply of the Service. These include but are not limited to: (a) Customer Loop Metering, (b) InContact, (c) Line Hunt, (d) OnRamp, (e) Payphone, and (f) Sitaline and that any other telephony equipment used on the same line as the Service must be isolated from interference by the use of an SupaFast line filter.

The Service is provided on an "as is" basis and we cannot guarantee the provision of the Service to you where the service is reliant on another Carrier. No service level guarantee is provided for this Service, however we will use our best efforts to provide timely restoration of service, however no guarantee is provided.

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The service is only available as an overlay to existing copper local loop provided by the Carrier. Should you cancel your telephone service provided by the local loop, the Service will also cease to function. Data travelling to and from the Service will be metered and is subject to our Acceptable Usage Policy (AUP).

10. Liability & Warranty

Due to technical limitations by the Carrier, the Service can only be provided on a "Qualified Pair" telephone line, as described and determined by the Carrier. The Service is not guaranteed to work and there is no time frame for the restoration of a service in the event of a failure.

You warrant that the End User to whom the Carrier supplies a standard telephone service is the same End User of this Service and you acknowledge that the Installation of the Service may cause temporary disruption to the standard telephone service used in this application.

You agree to release and indemnify Tradeweb, the Contractor and the Carrier for any and all liability arising from the following: (a) Disruption in the delivery of your telephone service, (b) Cancellation of the Service for any reason, (c) Suspension of the provision of the Service to particular Internet Protocol (IP) addresses or (d) Cancellation of, or refusal by Tradeweb to provide services deemed by the Carrier to be incompatible with the provision of SupaFast on the nominated analogue telephone line.

11. Acceptable Use Policy

You agree not to use your Service for illegal purposes and to conduct yourself in a responsible and considerate manner, and not to use the Service in a manner that is detrimental to other customers. You agree that you are subject to the Average Use Monitor (AUM) which provides all customers with the ability to measure whether they are using greater than their fair share of the Service resources.

Hacking, Denial of Service (DoS) attacks, spamming, sending unsolicited bulk commercial e-mail, transmission or storage of any data which would contravene Australian laws is forbidden, as is unauthorised access to system areas of Tradeweb.

You are responsible for not disclosing your username and password to access the Service, and you agree not to disclose these to any other person. You must notify us immediately if your username and/or password is lost. You are responsible and liable for any unauthorised use of the Service.

You acknowledge that by default TCP/IP port number 25 (SMTP) will be blocked for incoming traffic. You also agree that Tradeweb may block additional ports should we so require for network security or network efficiency.

12. Technical Support and Training

We will not be responsible for training you in the use of this Service. Our Service includes FREE technical support for the installation and commissioning of Service. This support is only provided by Telephone and we are not able to provide on site visits. Support will only be provided for supported applications as listed on our web site and you must direct all service and performance questions to the Tradeweb Tech Support phone number 1300 883 800 and not to the Carrier.

Customer Signature: _____ Date: _____

Print Name: _____ Position: _____

I acknowledge that these Service/s will be provided subject to the provisions of the Tradeweb SupaFast Terms and Conditions