

Wellington Communications Pty Ltd Customer Contract and Application Form

THIS IS A LEGAL DOCUMENT

This is a legal document that should be read as a whole. It sets out the terms under which your service is supplied to you. Some of the clauses in this contract may affect the way you use the service or the way in which you deal with Wellington Communications Pty Ltd trading as Orana Internet Service Providers, known as WellCom.

PLEASE ENSURE THAT YOU UNDERSTAND THE CONTENTS OF THIS CONTRACT BEFORE SIGNING IT.

IF YOU HAVE ANY QUESTIONS YOU CAN CONTACT US AS FOLLOWS:

TELEPHONE:	02 6845 4033 (Monday to Friday, 9am–5pm)
WRITE TO:	Orana Internet Service Providers Unit 2 BP Corner Arthur & Maxwell Streets, Wellington NSW 2820
EMAIL:	info@well-com.net.au
IN PERSON:	Unit 2 BP Corner Arthur & Maxwell Streets, Wellington NSW 2820 (Monday to Friday, 9am–5pm)

IMPORTANT NOTE ABOUT THIS CONTRACT

The person who signs this contract on page 15 will be responsible for the service. The contract does not allow the customer to nominate a guarantor. If the service is obtained for a juvenile, the contract will be in the name of the parent or guardian.

Please fill in and sign the appropriate pages at the end of this contract, detach and send to Orana Internet Service Providers at the above address or Fax to 02 6845 4339.

CONTENTS

OUR PRICES	3
DICTIONARY OF TERMS	5
BASIC INFORMATION ABOUT OUR SERVICE	6
PART ONE: GENERAL TERMS AND CONDITIONS	7
1. Definitions	
2. Registration	
3. Notices	
4. Your Conduct	
5. General Conditions	
6. Technical Conditions	
7. Limit of Liability	
8. Plan Information	
9. Payment Information	
10. Changing your Plan	
11. Credits	
12. Complaints Procedure	
13. Cancellation	
14. Consumer Service Guarantee	
ADSL: TERMS AND CONDITIONS	10
1. Information regarding this agreement	
2. Definitions	
3. Term of this agreement	
4. Termination	
5. Notices	
6. Our Rights and Obligations to you	
7. Your Obligations to us	
8. Payment and Credit Terms	
9. Service Description	
10. Liability and Warranty	
11. Acceptable Use Policy	
12. Technical Support and Training	
13. WellCom ADSL Special Plans	
14. WellCom Terms and Conditions	
WIRELESS BROADBAND: TERMS AND CONDITIONS	12
CUSTOMER APPLICATION FORM & PAYMENT AUTHORITY	15

Dialup Services

Name	Description	Price
Mega Plan	Unlimited MB	16.95

4 hour session limits with an enforced break of 15 min. 20 min idle time out.

DSL Services (Broad Band)

Type of DSL	Amount of Data	On Peak	Off Peak	Shaped to	Price
256 / 64	5GB	1 Gb	4 Gb	64 / 64	36.70
256 / 64	10GB	3 Gb	7 Gb	64 / 64	41.10
512 / 128	5GB	1 Gb	4 Gb	64 / 64	46.60
512 / 128	15GB	5 Gb	10 Gb	64 / 64	50.45
512 / 128	30GB	10 Gb	20 Gb	64 / 64	55.40
1.5 / 256	15GB	5 Gb	10 Gb	64 / 64	58.70
1.5 / 256	30GB	10 Gb	20 Gb	64 / 64	64.75
1.5 / 256	40GB	15 Gb	25 Gb	64 / 64	69.70
1.5 / 256	60GB	30 Gb	30 Gb	64 / 64	79.95
1.5 / 256	80GB	40 Gb	40 Gb	64 / 64	99.95
8 / 384	15GB	5 Gb	10 Gb	64 / 64	76.85
8 / 384	30GB	10 Gb	20 Gb	64 / 64	85.10
8 / 384	40GB	15 Gb	25 Gb	64 / 64	90.05
8 / 384	60GB	30 Gb	30 Gb	64 / 64	93.90
8 / 384	80GB	40 Gb	40 Gb	64 / 64	115.90
512 / 512	15GB	5 Gb	10 Gb	64 / 64	75.75
512 / 512	30GB	10 Gb	20 Gb	64 / 64	89.95

On Peak is from 12 midday till 12 midnight

Off Peak is from 12 midnight till 12 midday

For other broadband pricing please ask for a quote.

Other ADSL Charges

New Connections

On a 24 month contract (512 or higher)	Free
On a 12 month contract (512 or higher)	65.00
No contract	120.00
Churns	45.00
Speed Changes	45.00
Early Termination Fee if before 6 months	65.00
Modems from	78.50

Wireless Services (Broad Band)

Monthly Based Services, no contract

Plan Name	Included Usage	Monthly Payment
Wireless Connect 1GB	1GB	25.40
Wireless Connect 2GB	2GB	30.80
Wireless Connect 3GB	3GB	34.20
Wireless Connect 6GB	6GB	50.15

Excess data charge 0.05 per MB.

Please Note Conditions of use

Downloads & Uploads are counted towards Included Usage.

All plans will be stopped if they reach 6GB in any calendar month accept the 6GB Usage Plan which will be stopped at 7GB

See service contract for all Terms & Conditions

Monthly Based Services, with 24mth contract

Plan Name	Included Usage	Monthly Payment
Wireless Connect 1GB	1GB	30.35
Wireless Connect 2GB	2GB	35.50
Wireless Connect 3GB	3GB	39.50
Wireless Connect 6GB	6GB	55.50

Excess data charge 0.05 per MB.

Please Note Conditions of use

Downloads & Uploads are counted towards Included Usage.

All plans will be stopped if they reach 6GB in any calendar month accept the 6GB Usage Plan which will be stopped at 7GB

See service contract for all Terms & Conditions

USB Modem	without contract	\$170.00	
	with contract		included in price
SIM Card	without contract	\$15.00	
	with contract		included in price

Penalties apply for breach of contract.

Please read terms and conditions in service contract

Term	Definition
Advanced Payment	Is an amount of money that you agree to pay to WellCom in advance of your billing period; This is held as a security deposit against your account (Last months payment)
Continuing event	A continuing event is an event, which interferes with the operation of the network we use to supply the service and results in an ongoing disruption to your service; for example, a flood may result in damage to the communications cables that we use to supply your service to you.
Contract	Contract means this binding agreement between you and WellCom.
Contract period	The contract period is the period noted on page 15 and lasts from the date that this contract is signed by you and by WellCom through to the termination date noted on page 0. It includes any extensions to the original terms that result from periods of suspension.
Customer equipment	The customer equipment covered by this contract includes any devices used to access the service, such as a mobile phone handset or modem.
Detriment	You may suffer a detriment if you are put at a disadvantage – this may take the form of a financial loss or some other reduction in benefits or enjoyment or use of the service that is not financial in nature.
Essential term or clause	A term of this contract is an essential term if a breach of that term by either you or WellCom would make it impossible or impractical for the other to continue to provide or receive the service; for example, a continuing failure to pay bills or to provide the service.
Fixed-period contract	This means any contract which includes a fixed period of time during which neither party is free to change the terms of the contract or to cancel the contract other than as specifically provided for.
Personal information	Information or an opinion about you, where your identity is apparent or can reasonably be ascertained.
Personal notice	Notice will only be personal notice when we send you a letter to the last address you have provided to us.
Pre-payment	Is an amount of money that you agree to pay to WellCom in advance of your billing period; the costs and charges for each billing period are deducted from each pre-payment.
Pre Paid	Means accounts a due on the first of the month for the month of payment.
Service	The fixed-line, mobile or internet service that WellCom provides to you under this contract
Suspension	Suspension occurs when WellCom temporarily withdraws the service and you are unable to access or use it.
Temporary financial hardship	While your current financial circumstances prevent you from paying your bill in full, with the assistance of an extension or a payment plan, you reasonably expect to be able to pay future bills.
Termination date	The termination date is the date listed on page 0 at which point the obligations of both parties under the contract can end and either party is free to cancel the contract.
Unusually high usage	Unusually high usage is a level of usage of your service in one billing period that is at least three times higher than your average usage in preceding billing periods.
Special Offer	WellCom will from time to time have special deals for ADSL. These are special offers over a 24-month period.
Wireless	Wireless refers to Wireless Broad Band and is on the Optus wireless network.

Orana ISP

INTERNET & TELEPHONE AUSTRALIA WIDE

Dial Up at Local Rates • ADSL BROADBAND • Bundled Phone & Internet Packages

www.well-com.net.au Ph. (02) 6845 4033

Basic information about our service

Our policy is to provide Internet services for the family, home user and small business at the same price everywhere in Australia. If you live in the country, a town or a city, you will always pay the same price!

WellCom provides members with "affordable" services that the family can enjoy. These are designed to be shared by all members in a fair and equitable manner and not to be monopolised or abused by individuals at the expense of others. Dial up services are via local call access across the whole of Australia.

To maintain this quality of service for all members, WellCom does not supply services to large corporations or government departments at the expense of members and complies with legislation and directives that restrict sites distributing pirated music, software, hard core pornography and unsolicited e-mail (SPAM). WellCom will not allow you to send unsolicited or unwanted mail to individuals or individual business accounts.

New customers and members should be aware that our preferred method of payment is via credit card, however payment by cash, cheque, direct debit or money order may be used.

If you intend to use WellCom for purposes not in keeping with this policy, you should make arrangements to find an alternative service more suitable to your needs.

WellCom provides FREE Customer Service on number 02 6845 4033 which is available Mon to Fri from 9am to 5pm NSW time. Out side of these hours there is a phone answering machine to leave any messages and we will usually get back to you within a few hours.

Email support is also available. support@well-com.net.au

General Terms and Conditions

1. Definitions

1.1 By using or subscribing to Wellington Communications Pty Ltd you are subject to the following terms and conditions, which constitute the entire agreement between you and WellCom. All warranties, undertakings, inducements and representations whether expressed or implied, statutory or otherwise relating to the provision of services are excluded.

1.2 The user, you or your refers to any person or device that connects to WellCom for the purpose of gaining access to the system and the system refers to any computer, network, concentrator, terminal, or device that is used to supply services by WellCom.

1.3 WellCom refers to Wellington Communications Pty Ltd trading as Orana Internet Service Providers, it's affiliates, it's networks and it's system.

1.4 This agreement is governed by the law in force in the State of New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia, when determining any dispute concerning this agreement.

2. Registration

2.1 During the subscription process you will be asked for personal information and you authorise WellCom to obtain personal information about you to support your application to become a WellCom member and to conduct all relevant credit checks and searches to enable WellCom to determine your credit worthiness. WellCom reserves the right to refuse any application for an account without giving a reason. Your privacy will be respected at all times, however WellCom may monitor or keep any records necessary that relate to your use of the service.

2.2 You must be at least eighteen years of age, and provide your correct name, current address and telephone number. A current Drivers Licence and Date of Birth may also be required as part of determining your correct identity and you agree to immediately inform WellCom of any changes to your personal details.

3. Notices

3.1 Regular notices are sent to your e-mail address for your information.

You must regularly check your WellCom e-mail address for important notices from WellCom.

Notices have been as sent when Date Stamped by the sending WellCom mail server

4. Your Conduct

4.1 You agree not to place, store or relay software or information on the system which is unlawful, or attempt to access internal areas of the system or engage in any forms of "hacking", "relay", "mail bombing", "ping attacks", "spamming", "port scanning", "denial of service", "sub-

seven or netbus or derivative" or any destructive or disruptive action against the system.

4.2 Your password must remain confidential, is not transferable and you agree not to assign, transfer or resell this agreement. You are responsible for selecting and maintaining at your expense any facilities or equipment necessary for you to connect to WellCom.

4.3 If you use obscene language, abuse, threaten or harass any WellCom staff member in person, via the telephone, fax or e-mail your account may be terminated immediately.

5. Limitation of Liability

5.1 WellCom is not liable for any loss, damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from your use of the system, information obtained from it, or timed telephone calls charged by a telephone company to you.

5.2 WellCom is dependent on external network and data services, therefore you indemnify WellCom for any inability to provide such services which are beyond it's control. WellCom does not guarantee that access to any system either internal or external to WellCom, will be available at any given time or that the files, information or services will be error free or fault free.

5.3 The failure of WellCom at any time to enforce or require the strict compliance of any provision in this agreement, shall not be interpreted as a variation of this agreement. WellCom reserves the right to alter the system rules as required and to subcontract or assign this agreement without giving you notice.

5.4 This agreement is binding upon your successors, assigns, heirs, executors and administrators. If you are underage and have failed to disclosed this to WellCom, this agreement is legally binding on your parents or legal guardians.

6. Plan Information

6.1 All current plans are published on our website at www.well-com.net.au and on all WellCom Registration Forms which are available at Office.

6.2 Plans are subject to change and subscriptions to any plan may be limited to ensure appropriate network performance. Selected plans may be withdrawn when fully subscribed. Some plans are offered purely for promotional purposes, may be withdrawn at any time without notice and are subject to special conditions which, are in addition to the WellCom Terms and Conditions.

6.3 Monthly plans are charged from the 1st of the month to the last day of the current month. Excess fees for the current billing period are charged in the next billing period.

6.4 One month's fee is held in advance. Plans are renewed automatically.

7. Payment Information

7.1 All services provided are pre-paid and inclusive of GST.

7.2 Our preferred method of payment is via credit card, however payment by cash, cheque, direct debit or money order may be used.

7.3 Your signature on the Registration Form authorises WellCom to deduct, on a monthly basis and without notice, regular payments from the credit card facility you have nominated, for network services provided, registration charges, hosting charges, migration charges, data charges, account administration fees, time used, excess time or data charges and any other charges related to providing your services.

7.4 To establish this service, you are charged two months (the first month and the last month) fees in advance as per your selected plan. The first month's fee is applied to the first month of access (if you join during the month you will be charged pro-rata for the rest of the first billing month) and the last month's fee (Monies in Advance) is held until you notify WellCom that you wish to close your account. WellCom will then apply the last month's fee to your account and schedule your account for closure at the end of the following billing period. EG: closure notice received 7 days (25th May) prior to the 1st of June, your account will remain open until the 30th of June.

7.5 Your billing month runs from the 1st of the current month to the last day of the current month. Accounts must be paid by the 10th day of the same month. Accounts are processed during the first week of each month. A payment reminder will be sent on the 12th of the month and unpaid accounts are suspended on the 15th day of the same month. If the account remains unpaid on the 30th day of the same month the "Monies in Advance" will be applied to the account and the account closed.

7.6 Tax invoices and payment reminders are only sent by Email, if you require a Tax Invoice sent by other means you must make arrangements with Member Services, this service will be charged for at our current rate.

7.7 If you make a cash or cheque payment directly to the WellCom bank account you must fax a copy of the original bank receipt, including your account name and number, and the reference number, to the WellCom office to have the payment applied to your account.

8. Changing Your Plan

8.1 You may select a different plan at any time by applying to Customer Services. Unused hours or unused data on your current plan will not carry over to the new plan or next period and excess fees must be paid before your plan change will take effect.

9. Credits

9.1 Any money deposited by you to the WellCom bank account that was not requested by a valid WellCom Tax Invoice or where there has been a procedural oversight, will be credited to your WellCom account. Money held by WellCom is not refundable and will be applied to your account until the credit has expired. WellCom will only refund money when ordered by a competent authority.

9.2 If your account is in credit and you fail to nominate a suitable plan, WellCom will select the plan for you and apply it to your account until the credit has expired.

10. Complaint Procedure

10.1 If you have a complaint, you must first allow WellCom to resolve your complaint prior to you involving your credit provider, a statutory authority or a third party. Your complaint must be made in writing to WellCom. WellCom will investigate your complaint and provide you with a written response within 21 days of receipt of your complaint.

10.2 Failure by you to first allow WellCom to resolve your complaint prior to you involving your credit provider, a statutory authority or a third party is a breach of this agreement.

11. Cancellation

11.1 To cancel this service, you must provide notice in writing to WellCom. The notice must be signed by the account holder, and received by WellCom seven days prior to the end of the month. To protect your security and privacy, e-mail and telephone cancellations are not accepted. If you instruct WellCom to cancel your account immediately, your account will be closed the same day and you will not be entitled to any refund. Otherwise your account will be closed in the manner described in clause 9.3.

11.2 WellCom may close, suspend or terminate your service without a refund or credit if in the opinion of WellCom you materially breach any of these terms and conditions and you will remain liable for all charges owing under this agreement.

12. Amending terms and Conditions

12.1 WellCom 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.

12.2 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.

12.3 This Agreement can only be varied as provided in this clause, or by agreement of both parties.

13. Technical Support and Training

13.1 We will not be responsible for training you in the use of this Service.

13.2 Our Service includes FREE technical support for the installation and commissioning of the Service.

13.3 This support is only provided by Telephone and we are not able to provide on site visits.

13.4 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 WellCom Helpdesk, and not to the Carrier, refer ADSL Terms and Conditions paragraph 7.4.

14. FAULT REPORTING AND RECTIFICATION:

14.1 We will repair faults within our network.

We are not responsible for repairing any fault in the service which is caused by a supplier's network, equipment that is not owned by us or facilities outside our network.

14.2. If we investigate a fault that is caused by equipment that is not owned by us, we may charge you for investigating and repairing the fault.

14.3 If we investigate a fault and determine that the fault is caused by your breach of this agreement, a negligent or fraudulent act or omission by you or a failure of any of your equipment, we may charge you for investigating and repairing the fault.

14.4 We will provide a 24 hour fault reporting service for you to report faults. Before reporting a fault you should try to make sure that the fault is not caused by equipment that is not owned by us.

Dialup: Terms and Conditions

15.1 WellCom provides a service that is available twenty four hours a day to the standard active telephone jack in your premises and it is your responsibility to ensure that the access number provided by WellCom is a local call as calls from outside WellCom local call areas, may be subject to long distance or community call charges by your telephone company.

15.2 WellCom supplies a connection disk suitable for Win95, 98, 2000, NT, ME and XP to configure your computer correctly and you are responsible if you tamper with the WellCom settings or allow another Internet Service Provider's installation disk to alter or disrupt your WellCom internet settings and connection.

15.3 This service is subscription based only. Non usage of the account will continue to incur your monthly subscription fee unless you cancel in writing as per clause 13.

15.4 Your use of, or subscription to, WellCom (including any additional services offered from time to time) constitutes acceptance of, and is governed by, these Terms and Conditions.

16. Technical Conditions

16.1 During peak periods, network capacity may become limited and access is not guaranteed. Multiple logins are not allowed, terminal logins are not permitted and this service may not be used as a Permanent Modem Connection, Permanent IP address, Mail or Web Server or to provide any Publicly Available service.

16.2 For security reasons the system requires that you re-authenticate every 4 hours with a 20 minute enforced break between sessions. Attempting to connect during the enforced break will not be possible and your connection attempt will be rejected (repeated attempts to connect during the enforced break may incur additional telephone charges from your Telco). Automated attempts, devices or practices to avoid re-authentication are not permitted and your access to the system will be restricted if in our opinion you engage in activities which restrict or deprive access to fellow WellCom members.

The system monitors for inactivity on your account and will automatically disconnect you if your session is inactive for more than 20 minutes (20 minute inactivity idle) to ensure fair access to all Members.

16.3 To ensure security on the network you can only access your e-mail address, provided you are connected to the WellCom service however you can collect your e-mails using our WebMail system from anywhere in the world without any restrictions.

ADSL: Terms and Conditions

1. WellCom ADSL Terms and Conditions

The WellCom ADSL terms and conditions are to be read in conjunction with the WellCom General Terms and Conditions.

Please read this Agreement carefully.

2. Termination

Should the Service be terminated within 6 months from the Service Supply Term starting Date by any of the following actions:

2.1 Cancellation of the Service at your request, this includes “churning” to another provider.

2.2 Re-location of your Service from the installed Service address,

2.3 disconnection or cancellation of the phone line that the Service is attached to, you will be liable for a \$140.00 termination fee together with Charges applicable for the Supply Term and any notice period. After 6 months a \$70.00 disconnection fee will apply.

3. Your Obligations to us

3.1 You must provide us with accurate and truthful information in your ADSL 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.

3.2 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.

3.3 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.

3.4 You agree that you will not contact the Carrier for any reason, unless authorised to do so by WellCom, and agree that if you do contact the Carrier that you may be liable for any costs imposed on us by the Carrier.

3.5 You agree that all IP addresses assigned under this agreement remain the property of the Carrier and that these may change from time to time.

3.6 You agree that you will not interfere with the normal operation of the service or any facility, or make either unsafe.

3.7 You will allow the Carrier, Contractor or WellCom safe access to your premises as required.

3.8 You agree to ensure that the Carrier, Contractor or WellCom are provided with sufficient and timely access to your premises to enable the Carrier, Contractor or WellCom to provide the service.

3.9 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 WellCom all such access to the premises as may be required and indemnify the Carrier, Contractor or WellCom against any claim by

the owner or occupier of the service premises, or any person, in relation to the entry of those premises.

4. Service Description

4.1 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,

4.2 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.

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

4.4 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.

9.4 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.

4.5 The service is only available as an overlay to existing copper local loop provided by the Carrier.

4.6 Should you cancel your telephone service provided by the local loop, the Service will also cease to function.

4.7 Data travelling to and from the Service will be metered and is subject to our Acceptable Usage Policy (AUP).

5. Liability & Warranty for DSL

5.1 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.

5.2 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.

5.3 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.

5.4 You agree to release and indemnify WellCom, 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 WellCom to provide services deemed by the Carrier to be incompatible with the provision of ADSL on the nominated analog telephone line.

6. Acceptable Use Policy (AUP)

6.1 The default network AUP for ADSL Service is:

ADSL 256/64	5GB	1GB/4GB
ADSL 256/64	10GB	3GB/7GB
ADSL512/128	5GB	1GB/4GB
ADSL512/128	15GB	5GB/10GB
ADSL512/128	30GB	10GB/20GB
ADSL 1500/256	15GB	5GB/10GB
ADSL 1500/256	30GB	10GB/20GB
ADSL 1500/256	40GB	15GB/25GB
ADSL 1500/256	60GB	30GB/30GB
ADSL 1500/256	80GB	40GB/40GB
ADSL 8000/384	15GB	5GB/10GB
ADSL 8000/384	30GB	10GB/20GB
ADSL 8000/384	40GB	15GB/25GB
ADSL 8000/384	60GB	30GB/30GB
ADSL 8000/384	80GB	40GB/40GB
SDSL 512/512	15GB	5GB/10GB
SDSL 512/512	30GB	10GB/20GB

On Peak is from 12 midday till 12 midnight

Off Peak is from 12 midnight till 12 midday

6.2 Once the default network AUP has been reached during a calendar month, the speed may be slowed to 64Kbps/64Kbps.

6.3 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.

6.5 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 unauthorized access to system areas of WellCom.

6.6 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.

6.7 You must notify us immediately if your username and/or password are lost.

6.8 You are responsible and liable for any unauthorized use of the Service.

6.9 You acknowledge that by default TCP/IP port number 25 (SMTP) will be blocked for incoming traffic.

6.10 You also agree that WellCom may block additional ports should we so require for network security or network efficiency.

7. WellCom ADSL Special Plans

13.1 WellCom will from time to time have special deals for ADSL. These are "Special Offers" over a 24-month period.

7.2 It is agreed to by signing the application form for plans marked as "Special Offer", that you agree to the terms and conditions of these "Special Plans".

7.3 If the plan is cancelled before the 24-month contract has expired. You agree to pay WellCom an amount not exceeding \$7.50 per month for the remainder of the contracted period plus any disconnection fees incurred.

7.4 When the contract has expired, you will be put onto the standard plan applicable to the speed of the "Special Offer".

Wireless Broadband: Terms and Conditions

DESCRIPTION OF THE SERVICE:

WellCom uses the Optus Wireless network. The service allows you to access the internet and related data services from your computer via a wireless connection. The WellCom Wireless Broadband Service provides access to the Internet in any location covered by our GSM or 3G/HSPA network via the WellCom supplied USB Modem. The service provides a connection to the Internet via the Optus Mobile 3G/HSPA network. You can also use the service to connect to the Internet within the Optus GSM network areas, however where only GSM coverage is available, you will not experience broadband speeds. The modem monitors network availability and chooses the fastest network available depending upon the strength of signal and number of other users accessing the networks. The modem automatically conducts the handover between the networks.

PROVISION OF THE SERVICE:

Monthly Based Services, no contract

We will provide the service until it is cancelled in accordance with the agreement.

Monthly Based Services, with 24mth contract:

We will provide the service for the minimum term of the agreement or until the service is cancelled in accordance with the agreement.

Prepaid Service

We will provide the service until it is cancelled in accordance with the agreement.

At the Conclusion of the minimum term of the Monthly Based Services, with 24mth contract:

If neither you nor we cancel the service at the end of the minimum term, the agreement will become a non-fixed length agreement at the charges of the day. If you do not wish to continue the service at the end of the minimum term, you must notify us of this before the end of the minimum term. We will notify you before the end of the minimum term, if we are not going to provide you with the service at the end of the minimum term or if we are going to change the terms of the agreement at the end of the minimum term.

USE OF THE SERVICE:

We will provide the service to you with due care and skill. You must use the service in accordance with the agreement and ensure that any person you allow to use the service complies with the agreement.

COVERAGE:

You may find out about the coverage areas by accessing <http://www2.optus.com.au/>. The service is only available if you are within the GSM or 3G/HSPA coverage area and is subject to availability. You can also use the service to connect to the Internet outside of Optus Mobile 3G/HSPA areas, within Optus Mobile GSM network areas, however where only GSM coverage is available, including NT and TAS, you will not experience broadband speeds. Due to the nature of the networks providing the service, it is impossible for us to guarantee that you will not experience any drop outs.

USE OF THE SERVICE

You must comply with our Acceptable Use Policy. You must not: send or receive content on our network other than for your own personal or business use, wholesale any service on our network or use the service in connection with a modem that switches or reroutes traffic to or from our network. If you do so, we may immediately suspend or cancel the service. If you wish to access restricted content services (for example adult content) you must be over the age of 18.

EQUIPMENT:

All WellCom owned equipment remains our property. You are responsible for any damage, loss or theft of any equipment owned by us.

Wireless Broadband Option:

You will need an Optus supplied SIM card and a WellCom approved wireless modem. WellCom will supply the modem, or you may use your own modem if it is approved for use on the Optus 3G/HSPA network. If you choose to use a WellCom supplied modem on a 24 month contract, it remains our property (see standard pricing table for details). You agree that you will take reasonable care of the modem and that if you fail to do so, or it is damaged, lost or stolen, you will be responsible for the costs of repair or replacement. You must return the modem to us on our request. If you do not, we may charge you a fee. If you choose to use your own wireless data modem to access the service, the operation of the modem, and any repairs to it, is your responsibility. WellCom will not be able to offer any support with customer supplied modems or equipment.

WellCom Wireless Broadband plans may only be used as data plans.

You should not use the WellCom supplied SIM card to access (and may not be able to access) other services such as voice calls, International voice calls, VoiceMail, International SMS, premium and Third Party SMS, MMS, International MMS, 1300, 1900. If you are able to access such services, your use of such services will be charged at prevailing rates.

Data usage: Data usage will be counted in kilobytes (KB) i.e. 1MB = 1024KB and includes both uploads and downloads. Your pricing plan may set out a maximum amount of included data that you can use to download and upload at high speed in a billing month.

If you exceed your plan's included monthly data allowance, you will incur additional excess usage charges

Refer to pricing table on page 4.

You are able to obtain an indication of your megabyte usage via the client application WellCom supplies with the modem software.

Any unused data allowance cannot be rolled over.

If the supplied SIM card is used in an alternate modem, such as a different Wireless Modem or in a mobile phone, such usage will count towards your plan's data allowance.

Speeds: Theoretical maximum download speeds on 3G/HSPA network is up to 3.6Mbps. Customers can expect speeds between 512kbps and 1.5Mbps with burst speeds up to 3Mbps. Actual speeds will vary and may be slower. Many factors affect speeds such as your distance from the mobile tower, the capacity and load of the mobile tower, which bearer you are currently using (GSM, 3G/HSPA), your hardware and software, the source of your download, and general internet traffic. The service is subject to network availability. Where GSM coverage only is available, you will not experience broadband speeds.

Orana ISP

**INTERNET & TELEPHONE
AUSTRALIA WIDE**

Dial Up at Local Rates • ADSL BROADBAND • Bundled Phone & Internet Packages

www.well-com.net.au Ph. (02) 6845 4033

CUSTOMER APPLICATION FORM & PAYMENT AUTHORITY

1. Plan Selection

Customer Number

- ADSL: (Plan Name) _____ Amount: \$ _____
 Wireless: (Plan Name) _____ Amount: \$ _____
 Dial-Up: (Plan Name) _____ Amount: \$ _____

1. Customer Details

Full Name: _____ Date of Birth: _____
or Company Name: _____ ABN: _____
Address: _____ Drivers Lic No _____
Town/Suburb: _____ State: _____ Postcode: _____
Home Ph: _____ Work Ph: _____ Fax: _____ Mobile: _____

3. Payment Method

- Direct Debit
 Cash/Cheque
 Credit Card:

Card Number: _____ Expiry Date: _____

I authorise Wellington Communications Pty Ltd or its nominee to debit this credit card for my set up and ongoing service charges.

Cardholder Signature _____ Print Name _____

4. Authority to Pre-Select

ADSL Details

ADSL Service Details:

- Provision New Service
 Churn to WellCom
 Speed Change

ADSL Service Number:(incl area code) _____ Current Provider: _____

ADSL Site Address: _____

Town/Surburb _____ State.: _____ Postcode: _____

Preferred Username: _____@well-com.net.au (Also to be used for Dialup and Wireless)

Preferred Password: _____

5. Customer Agreement

I agree to abide by the Terms & Conditions of service and Service Rates published online at www.well-com.net.au web site.

I am not under any contract with another provider and I will inform Orana ISP in writing of any changes to my details.

I confirm that I am over 18 years of age and I am authorised to enter into this agreement with Orana ISP.

24 month contract only, delete if not required

I confirm I have read and understand the terms and conditions of the special contract, starting date:- _____

Customer Signature: _____ Date: _____

Print Name: _____