

Business Broadband Application

Personal Details

| | | | | | |
|-------|--|------------|--|-----------|--|
| Title | | First Name | | Last Name | |
| Phone | | | | Mobile | |
| Email | | | | Fax | |

Company Details

| | | | | | |
|-------------------------|--|-------|--|----------|--|
| Company Name | | | | | |
| Trading As (Store Name) | | | | | |
| Store Address | | | | | |
| Suburb/City | | State | | Postcode | |

Postal Details

| | | | | | |
|----------------|--|--------|--|----------|--|
| Postal Address | | | | | |
| Suburb/City | | State | | Postcode | |
| Store Phone | | Mobile | | | |
| Email | | Fax | | | |

Broadband Service Required

| ADSL Broadband with Phone Line Rental Service | | | NBN Service |
|--|--|---|--|
| <input type="checkbox"/> 100GB* ADSL: \$80** | <input type="checkbox"/> 200GB* ADSL: \$99** | <input type="checkbox"/> Unlimited* ADSL: \$120** | <input type="checkbox"/> Unlimited* NBN: 125** |
| <small>* Refer to "Imagatec Business Broadband Terms & Conditions" document for full details. ** \$5 more per month if premise located in a regional area (Zone 2/3).</small> | | | |

Broadband Modem/Router Required

| | |
|--|--|
| <input type="checkbox"/> No* Modem Required | <small>* You elect to use your own modem or router and will be responsible for configuring it for use with your Imagatec Broadband Service. Imagatec Helpdesk Support charge \$120 per hour to configure modem/routers not supplied by Imagatec.</small> |
| <input type="checkbox"/> Imagatec & NBN Certified Modem: \$150.00 | ADSL/ADSL2+ VDSL (NBN FTTN Certified) WAN Port (NBN FTTP Certified) Wireless 802.11g Built-in 4 Port 10/100/1000 Switch Built-in 2-line FXS ports (VOIP) USB LTE/3G Failover (supported LTE/3G devices only) |

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Select ADSL2+ Line Filter Required

An ADSL line filter allows concurrent operation of ADSL service with voice, fax or modem on the same line.

| | | |
|--|---|---|
| <input type="checkbox"/> I Do Not Require a Line Filter The Telephone line will not be used for any purpose other than the ADSL2+ Service. | <input type="checkbox"/> CENTRAL FILTER* Central Filter allows for the use of 1 telephone service in addition to the ADSL modem/router. All telephones lines in the store must be wired so they connect to this filter. A licensed data cabler or electrician will be required to install a central splitter. \$20.00 | <input type="checkbox"/> INLINE FILTER** Inline Filter required for each additional telephone device after the first provided for by using the DSL-10CF Central Filter. \$16.00 |
|--|---|---|

* Only ONE Central Filter can be used per ADSL service

** Inline ADSL Filters cannot be used independently of a Central Filter and before each telephone.

Internet Connection Date

| | |
|---|--|
| <input type="checkbox"/> ASAP (minimum 5-20 business days) | <input type="checkbox"/> Connected by this date: |
|---|--|

Imagatec Subscription Agreement

I agree to the provision of goods or services as specified above and I agree to pay any associated freight charges for delivery of the goods I have selected to the delivery address requested listed.

In subscribing to Imagatec Broadband Service, I, the user, agree that I have been provided, and have read, understood and agree with the Terms and Conditions of the service I have specified, which are outlined in the "Imagatec Business Broadband Terms & Conditions" document, and the "Imagatec Subscription Terms & Conditions of Use" policy.

I am aware that my access is in no way refundable or transferable and that allowing others (either human or machine) to use my access breaks the terms of this agreement, resulting in disconnection of service and associated disconnection and cancellation charges.

I also agree that connection of an Imagatec Business broadband service is can take between 5 and 20 business days, and during that time there will be no Internet service available.

| | | | |
|-----------|--|------|--|
| Signature | | Date | |
|-----------|--|------|--|

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Imagatec Subscription Terms and Conditions of Use

1.0 General Agreement

1.1 IMAGATEC Pty Ltd ACN 072 451 711 (hereinafter referred to as "IMAGATEC") and the Customer (being an entity subscribing to IMAGATEC for the provision of a Broadband Services, accept, without limitation or qualification, these terms and conditions);

1.2 The Customer agrees to be bound by ALL IMAGATEC'S Terms and Conditions as displayed on the IMAGATEC website at www.imagatec.com.au. The Customer understands that IMAGATEC'S Terms and Conditions can be amended from time to time. Customers are bound by any revisions as at the date they are displayed and should regularly examine the current BROADBAND Terms and Conditions displayed on the IMAGATEC Internet web.

1.3 If the Customer fails to comply with any of the conditions set out in this Agreement and/or with IMAGATEC'S Terms and Conditions, IMAGATEC may terminate this Agreement immediately by giving written notice. On termination, the Customer's right to use the Broadband Service ceases immediately and IMAGATEC will not be liable for any loss or damage suffered by the Customer.

1.4 This Agreement shall operate and be binding upon the parties from the date of its execution.

1.5 This Agreement shall be deemed to have been made in Brisbane, Australia, and it shall be governed and interpreted according to the laws, including conflict of laws, applicable in the State of Queensland. Each of the parties submits to the jurisdiction of the Courts of Queensland.

1.6 IMAGATEC reserves the right to change these Terms and Conditions without notice to the Customer.

1.7 The Customer agrees that information concerning the Customer will be held by IMAGATEC and may be used to enable both parties to perform obligations defined in this Agreement and any other agreements between IMAGATEC and the Customer.

1.8 This Agreement overrides and cancels any previous agreements, whether verbal or otherwise, arrangements or commitments between the Customer and IMAGATEC relating to BROADBAND Internet Connection Services.

2.0 Provision of Service

2.1 In order for an IMAGATEC Broadband Service to be provided, a compatible IMAGATEC Broadband Service must be available at the Customer's listed Premise. Checks to confirm an IMAGATEC Broadband Service can be provided are completed upon registration; however this does not guarantee that the Customer can get an IMAGATEC Broadband Service at the location requested.

2.2 The Customer's equipment must conform to the minimum requirements for the provision of IMAGATEC's Broadband

Service. Please refer to the FAQ'S for more information, at www.imagatec.com.au.

2.3 The Customer agrees and understands that in some cases it may not be possible to provide an IMAGATEC Broadband Service due to Third Party Carriers Network and in such an event both parties will be released from their obligations under this Agreement and IMAGATEC will have no liability to the Customer. The Customer also accepts that some services offered by the Third Party Carrier's Network infrastructure are incompatible with an IMAGATEC Broadband Service and may not be available to the Customer after the IMAGATEC Broadband Service has been activated.

2.4 Cancellations due to non IMAGATEC Broadband provisioning must be thoroughly investigated before breakage of the contract.

2.5 The Customer acknowledges that there may be a disruption to the premise telephone service during activation and/or installation and/or telephone number transfer.

2.6 Where the activation and installation of an IMAGATEC Broadband Service involves a telephone line, the Customer warrants that the Customer is the legal renter of the telephone line.

2.7 The Customer agrees that if a telephone line service is used for delivery of an IMAGATEC Broadband Service, the Customer will be responsible for all costs of the telephone line service.

2.8 The Customer agrees that if a telephone line service is used for delivery of an IMAGATEC Broadband Service, it is to remain active at all times. If the IMAGATEC Broadband Service, or any associated telephone line or service, is cancelled due to, but not limited to, a client's telephone service being disconnected or changed, a change of lease/retail details, or a change to a different service provider, disconnection and cancellation charges will be incurred as per the "Imagatec Business Broadband Terms & Conditions" document and a charge of \$99 will be payable to reconnect the service.

2.9 The Customer agrees not to allow a Third Party to use the IMAGATEC Broadband Service without direct supervision and/or written authorisation by IMAGATEC. The Customer is responsible for all use of the IMAGATEC Broadband Service at their premise, including, but not limited to, use that accesses illegal content, or any unauthorised from 3rd party programs/software, which may include Viruses, Internet Worms, Trojans and any traffic generated by hackers using the Customer's equipment.

2.10 The Customer agrees to direct all queries regarding faults and outages of the IMAGATEC Broadband Service to IMAGATEC's Help Desk. The Customer is liable for any charges that may be incurred due to inquiries and/or support requests to Third Party Service Providers. IMAGATEC will invoice the Customer for any cost incurred by the Customer

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calling Telstra or another Third Party Service Provider for any help or queries relating to their IMAGATEC Broadband Service.

2.11 Equipment provided by IMAGATEC to the Customer is covered by a 1 year return to base warranty, at the Customer's expense. Expenses may include any shipping/handling charges incurred during the warranty claim process. Replacement units are not provided under warranty until testing of the returned equipment has been completed and the hardware is determined to be faulty by an IMAGATEC Helpdesk Technician or Imagatec Nominated Warranty Service Centre.

2.12 IMAGATEC provides basic support to the customer for their IMAGATEC Broadband Service, excluding Apple Computer support.

2.13 If you wish to use another standard telephone device (fax, modem, telephone, back to base alarm) on the telephone line used for your IMAGATEC Broadband Service, then you will need to install a central splitter and potentially one or more inline ADSL filters. You may need to pay for a licensed data cabling or Electrician to install these devices at your own cost. For further information contact IMAGATEC.

2.14 All IMAGATEC Broadband Services are supplied with one Fixed IP Address included in the monthly subscription fee.

2.15 Additional IP addresses are subject to requested in writing and third party provider availability. If available, a quote detailing the charges will be provided and must be agreed to in writing before the additional IP addresses are added to your IMAGATEC Broadband Service.

3.0 Billing

3.1 The Customer agrees to pay charges for the IMAGATEC Broadband Service in accordance with the "Imagatec Business Broadband Terms & Conditions" document. The Customer understands that these charges might be altered from time to time by IMAGATEC without prior notice. However, IMAGATEC will not increase the access charge payable by the Customer during the Initial Contract Period.

3.2 IMAGATEC's Broadband Service changes, additions and/or cancellations incur additional charges, as detailed in the "Imagatec Business Broadband Terms & Conditions" document.

3.3 The Customer agrees to pay all set-up, access and usage charges (where applicable) and any other charges related to the Service chosen by the Customer by direct debit, once the IMAGATEC Broadband Service has been confirmed as activated.

3.4 The Customer is to pay for the IMAGATEC Broadband Service by way of a Direct Debit Agreement from an account held by the Customer at an approved financial institution. Direct debit payments will be deducted on the 21st day of each month.

3.5 When the 21st of the month is not a business day, IMAGATEC will draw from your nominated financial institution

account on the next business day after the 21st in accordance with the terms and conditions of IMAGATEC's Direct Debit Agreement.

3.6 The Customer must advise IMAGATEC if the nominated account for Direct Debit is transferred or closed, or the account details have changed.

3.7 A \$35 fee applies if the Customer's financial institution rejects the Direct Debit transaction.

3.8 IMAGATEC reserves the right to cancel drawing arrangements if drawings are dishonoured by the Customer's financial institution.

3.9 All IMAGATEC Broadband Services are billed monthly in advance. Phone usage Charges (where applicable) are billed monthly in arrears. All IMAGATEC Broadband Services will automatically renew 7 days prior to their expiry date. Failure to pay subscription and usage charges will result in the suspension or termination of the Customer's IMAGATEC Broadband Service. Reactivation of a service suspended for non-payment requires a reconnection fee of \$45 and all outstanding Customer invoices to be paid in advance. If the IMAGATEC Broadband Service is terminated due to non-payment of the Customer's account, Customers are still required to pay any relevant fees: refer sections 3.12 and 8.0 and the "Imagatec Business Broadband Terms & Conditions" document.

3.10 IMAGATEC will commence the Initial Contract Period and the billing cycle for the IMAGATEC Broadband Service the day that IMAGATEC has been advised the Service is activated or once the Service has been used, whichever comes first.

3.11 All IMAGATEC Broadband Services have a contract period of 12 months.

3.12 You may terminate the IMAGATEC Broadband Service by giving IMAGATEC 30 days' of written notice before the end of your current billing period. The IMAGATEC Broadband Service has to be paid up to the end of the notice period. If your IMAGATEC Broadband Service is still within a 12 month contract period and you seek early termination, then an early termination charge will apply, as detailed in the "Imagatec Business Broadband Terms & Conditions" document. Any unused Services or usage, as at the date of termination, will not be reimbursed. Moving to another premise will require termination of the current IMAGATEC Broadband Service, and if terminated within a 12 month contract period, then an early termination charge will apply, as detailed in the "Imagatec Business Broadband Terms & Conditions" document. In all other circumstances, if the Service is disconnected, you will still be liable for the balance of the contract. You authorise IMAGATEC to debit these payments to your credit card or bank account on receipt of a termination notice from you.

3.13 All notices and changes shall be in writing and shall be

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hand delivered, sent by post, facsimile or email to the parties hereto at their respective addresses.

3.14 Migrating to another IMAGATEC Broadband Service does not reduce the Initial Contract Period or terminate the Agreement or result in a reduction of the charges payable by the Customer to IMAGATEC. Upon migration to another IMAGATEC Broadband Service, the contract period recommences from the date of migration. Any additional fees incurred by IMAGATEC for the migration will be passed on to the Customer. The new Service charges will apply from the date of the migration and a new contract will be implemented from the date of migration.

3.15 IMAGATEC reserves the right to terminate the service immediately and recover all monies owing, from the first date of connection, including the cost of recovery, when payments are overdue.

3.16 IMAGATEC has the right to recover revenue from the Customer for any costs incurred for damages and/or repairs and/or maintenance and/or loss of business caused by, or resulting from, but not limited to, activities listed in clause 3.15, 6.5 and 7.1.

3.17 Any support, maintenance and/or consulting by IMAGATEC to the Customer shall be regarded as separate to this Agreement. The Customer is responsible for any expenses relating to, but not limited to, cabling, configuration, reconfiguration and/or modifications to the Customer's infrastructure and/or equipment.

3.18 The Customer agrees not to assign, transfer, or re-sell any of the services provisioned by IMAGATEC under this Agreement or any rights given by the use of this service.

4.0 Additional Charges

4.1 The Customer agrees that if IMAGATEC is asked to investigate a breakdown in the Service and upon investigation it is found that the fault is not due to equipment provided by IMAGATEC, then the Customer agrees to pay IMAGATEC for time and/or travel at the rates indicated in 8.0 Additional Pricing.

4.2 The Customer understands that changes to the contract, such as changing the address at which the IMAGATEC Broadband Service is installed, will incur additional charges. The Customer agrees to pay any additional administration fees before any changes are made.

4.3 The Customer understands that a change to the phone number included in an IMAGATEC Broadband Service will incur a fee of \$129 for Customers who are inside their initial contract period, and a fee of \$99 for Customers who are outside their initial contract period refer to 8.0 Additional Pricing. The Customer understands they will also incur a disruption to their IMAGATEC Broadband service. For any changes performed by the customer that leads to disconnection/termination of the

IMAGATEC Broadband Service, please refer: 2.8 and the "Imagatec Business Broadband Terms & Conditions" document.

4.4 The Customer understands that a change to their IMAGATEC Broadband Service connection speed/throughput or plan and a change in type will incur a fee of \$59 refer to 8.0 additional pricing table. The Customer understands they may also incur a disruption to their IMAGATEC Broadband Service.

4.5 In the event of a change of location or bandwidth/speed and or configuration the Customer agrees that a new 12 month contract period will commence upon changes being completed.

5.0 Usage

5.1 The Customer is responsible for all usage charges that may apply to their Services, whether or not such usage was authorised. It is the Customer's responsibility to maintain the security of the means of access to their IMAGATEC Broadband Service and/or bundled Telephone Service and Line, and to ensure unauthorised use does not occur. It is the Customer's responsibility to use and maintain their own security software and security policy, such as firewalls and antivirus software, using CCTV, and the periodic changing of passwords.

6.0 Liability

6.1 The Customer acknowledges that IMAGATEC cannot be held responsible or liable for any loss incurred by the Customer because of faults and/or failures within the Third Party Carrier's Network infrastructure.

6.2 Customers use the IMAGATEC Broadband Service at their own risk and accept that IMAGATEC takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against IMAGATEC, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of their IMAGATEC Broadband Service.

6.3 IMAGATEC will use its best efforts to make the IMAGATEC Broadband Service available to the Customer 24 hours a day, 7 days a week. The Customer acknowledges that IMAGATEC cannot guarantee an uninterrupted service, nor can IMAGATEC guarantee the speed, performance or quality of the Imagatec Broadband Service. The Customer further acknowledges that the IMAGATEC Broadband Service is not fault free and there may be interruptions and/or access problems from time to time as, IMAGATEC depends on the performance of Third Parties, over which IMAGATEC has no control and therefore accepts no liability for problems that may arise from the Service.

6.4 The Customer hereby indemnifies IMAGATEC against all liability, costs, loss or damage, suffered or incurred by IMAGATEC, its suppliers, employees, contractors and

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assignees arising from their use of the IMAGATEC Broadband Service and associated Telephone Service or Line.

6.5 IMAGATEC assumes no responsibility or liability arising from the content or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information. You are prohibited from posting or transmitting any unlawful, threatening, libellous, offensive, obscene, scandalous, inflammatory, pornographic, or other materials that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

6.6 IMAGATEC is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss, corruption or destruction of data or for any other type of indirect or consequential loss or damage whatsoever, as a result of using the IMAGATEC Broadband Service and associated Telephone Service or Line.

6.7 IMAGATEC shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such event shall not amount to a breach of this Agreement.

6.8 IMAGATEC makes no warranties or representations as to the accuracy of Information in or linked to the IMAGATEC web site and assumes no liability or responsibility for any errors or omissions in content.

7.0 Misuse of Service

7.1 IMAGATEC reserves the right to suspend or terminate, with or without notice, any Customers' account and/or Services, which in IMAGATEC's opinion, directly or indirectly is involved in activities that are detrimental to IMAGATEC's Internet Service, or may jeopardise the use of IMAGATEC's Service or its performance for other Customers, or may influence how the wider community will perceive IMAGATEC. This includes, but is not limited to, 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses, Customers listed or cause the listing of IMAGATEC or its Customers on any Real-time Black List, e-mail bombing and the use of bulk e-mail programs to unsolicited recipients, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups and other online facilities.

7.2 The Customer must not use the IMAGATEC Broadband Service and associated Telephone Service or Line, in a way that may be possible, which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other Customer from using or enjoying the IMAGATEC Broadband Service. The Customer must not use the IMAGATEC Broadband Service to send

unsolicited electronic mail messages to anyone. The Customer must not attempt any of these acts or permit another person to do any of these acts.

7.3 IMAGATEC reserves the right to suspend without notice any Customers' accounts involved in offensive and/or illegal activities under State and/or Federal laws. In such a case the relevant law enforcement agency(ies) will be notified, and where possible offending material(s) passed on.

7.4 The Customer agrees that IMAGATEC may increase its charges by any new or increased Government taxes, charges, fees, duties or other imposts, at any time without prior notice.

8.0 Additional Pricing

| Additional Pricing | Initial Contract | After Initial Contract |
|--|--|------------------------|
| Provision of Service | See "Imagatec Business Broadband Terms & Conditions" document for charges and additional Service terms and conditions. | |
| Change to Service | | |
| Excess Usage Charges | | |
| Cancellation Charges | | |
| Reactivation of Suspended Service Due to Non-Payment | \$45 | |
| Technician Fee* – Hourly Rate (during business hours) | \$130/h (or part thereof) | |
| Technician Fee* – Hourly Rate (outside business hours) | \$200/h (or part thereof) | |
| Technician Travel Fee* | Travel time to/from Customer location is added to the time the Technician is onsite and charges at the same rate. | |
| Technician Fee* – Day Rate (during business hours) | \$750 per Day (Capped Rate) Charged whenever the normal hourly rates for a single job in one day would exceed the threshold of \$750. | |

* Fees are based on remote and/or technical visits deemed local to Imagatec's Brisbane office by Imagatec. If an Interstate Technician visit is required, this must be requested by email to help@imagatec.com.au and the full charge, including interstate travel and accommodation charges, will be determined and provided to the Customer in advance. All interstate technician visits must be paid in full in advance of the agreed technician visit date.