

INTERNET SERVICE SCHEDULE

(version February 2006)

This document:

- Is part of Primus Standard Form of Agreement (“SFOA”) under section 479 of Telecommunications Act 1997;
- Applies to contracts with Customers made on and after 28 February 2006;
- Does not apply if otherwise agreed between Primus and a Customer.

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1. SUPPLY OF INTERNET SERVICES

We supply Internet Services to You on the terms in this Service Schedule, your Application, the Core Terms and the applicable Plan.

2. DEFINITIONS (IN ADDITION TO THOSE IN THE CORE TERMS)

2.1 “Firewall” means a device or software intended to enforce a boundary to a network and which is or may be configured to block unauthorised access to the protected network.

2.2 “FTP” means File Transfer Protocol and relates to the transfer of files across the Internet.

2.3 “Virtual Web Server” means a web server that contains more than one website.

2.4 “Virtual Web Site Hosting” is a service under which, if We agree to provide it to You, We:

2.4.1 we provide space on a Virtual Web Server;

2.4.2 we give You access to upload and update material for Your website;

2.4.3 we use reasonable endeavours to keep Your website operational.

3. YOUR OBLIGATIONS

3.1 You must not do or allow to be done, in relation to an Internet Service, any of the following:

3.1.1 engage in or allow a denial-of-service attack;

3.1.2 seek unauthorised access to or control of any computer or network;

3.1.3 scan ports on other computers or otherwise probe them for means of access or vulnerabilities;

- 3.1.4 spread (either deliberately or through want of reasonable care) any virus, trojan horse or other harmful thing;
 - 3.1.5 without appropriate warnings and labeling, allow to be published any content likely to be classified as unsuitable for children;
 - 3.1.6 breach any law, including without limit any relating to the Internet, content, email, spam, pornography, offensive material, privacy or copyright..
- 3.2 If We or Other Supplier provide You with any software, You will only use it in accordance with its licence terms as notified to You from time to time.
- 3.3 In the case of an Internet Service that is supplied as a Residential Service, You agree not to establish, maintain or permit multiple concurrent connections to the Service, nor to connect the Service to a local area network, except if the Service is designated by Us as one which supports use of a local area network.
- 3.4 Except to the extent that We agree, You are responsible for providing and maintaining the telephone or other connection to the Internet and the modem and other Equipment necessary for that purpose and for ensuring that You have access to the Internet Services by means of a local or untimed call.
- 3.5 You acknowledge that:
- 3.5.1 continuity and speed of access to the Internet depend on a wide range of factors, many of which are beyond Our control;
 - 3.5.2 We have no control over the accuracy or appropriateness of any information on the Internet;
 - 3.5.3 We are not responsible for any software or material available on the Internet;
 - 3.5.4 We may, without notice, permanently delete from Our email server any of Your email which is older than 90 days (or other maximum holding period notified by Us to You) or which is in excess of any volume limit imposed by Us or which contravenes anything in this Service Schedule;
 - 3.5.5 emails sent to or from Our email server should not exceed 2MB (or such other size as is notified by Us to You);
 - 3.5.6 if We provide to You technical or other support or advice in relation to any matter which is outside Our direct responsibility under Your Service Contract, we do so only in an attempt to assist You and without incurring any liability other than any which cannot lawfully be excluded;
 - 3.5.7 in using this Service, You may lose access to Your pre-existing email addresses;
 - 3.5.8 You should regularly check the email inbox provided or designated by Us for communications from Us;
 - 3.5.9 We have the right to cancel a secondary email address which has not been accessed by You for a period of more than 90 days.

4. INTERNET SECURITY
 - 4.1 You acknowledge that access to the Internet involves security risks and that new threats to Internet security are continually evolving. You accept responsibility for maintaining Your own security and acknowledge that We have recommended that You should at least:
 - 4.1.1 maintain and protect Your user identity, email address and password (keeping the password secure, including not disclosing it, avoiding the use of dictionary words, names or dates, changing it regularly, not keeping it in writing or storing it on a computer);
 - 4.1.2 not disclose personal information (including credit card details) on the Internet;
 - 4.1.3 use and keep current anti virus software and a Firewall;
 - 4.1.4 restrict access to Your Equipment;
 - 4.1.5 not accept or open emails or files from unknown sources;
 - 4.1.6 protect users from unsuitable Internet content;
 - 4.1.7 keep up to date on Internet security issues;
 - 4.1.8 be aware that premium rate "190" and international "0011" telephone call charges can be incurred inadvertently by users accessing certain Internet sites;
 - 4.1.9 avoid unexpected data charges by regularly monitoring data usage (available in the Account Toolbox which we provide for You on Our website).
5. NO REBATE FOR UNUSED ENTITLEMENTS
 - 5.1 If a Plan includes an allowance for a certain volume of transferred data in a period:
 - 5.1.1 there is no rebate if You transfer a lesser volume; and
 - 5.1.2 unused entitlements do not carry forward.
 - 5.2 If a Plan includes an amount of time online in a period:
 - 5.2.1 there is no rebate if You are online for a lesser time; and
 - 5.2.2 unused entitlements do not carry forward.
6. I.P. ADDRESSES
 - 6.1 Any I.P. address allotted to You by Us, whether as a static or dynamically allocated address:
 - 6.1.1 remains Our sole property;
 - 6.1.2 may be changed or revoked by Us at Our discretion at any time; and
 - 6.1.3 is not transferable.
 - 6.2 Unless a Plan states otherwise, We are not obliged to allot You a static I.P. address.
7. PREPAID INTERNET SERVICES
 - 7.1 "Prepaid" refers to Internet Services for which You pay in advance (for example, by purchase of a Prepaid kit or by topping-up an existing Prepaid account).

- 7.2 This Service Schedule applies to Prepaid Internet Services supplied to You if You register or top up a Prepaid account after this Service Schedule comes into effect.
- 7.3 The right to use Prepaid Internet Services will, unless the account has been topped-up, expire (and Your account and email addresses will be cancelled) on the earliest of the following, namely when You reach the specified usage level or at the end of the validity period or on the use-by date specified in the kit or specified at time of top-up.
- 7.4 Prepaid Internet Services will also be subject to any other terms specified in the Prepaid kit.
- 7.5 Unused hours will not be carried forward and will not be the subject of a refund.
- 7.6 A query or complaint in relation to a Prepaid kit should be directed to the merchant from whom You purchased it.

8. BROADBAND

- 8.1 Broadband is not available in all areas or to all telephone lines and in some regional areas may be subject to an additional monthly charge.
- 8.2 The availability of broadband (and its connection speed) depends on Your access network and other factors including Your Equipment, the continuing suitability of Your exchange and Your distance from the exchange.
- 8.3 Broadband may cause temporary disruption to Your standard telephone service.
- 8.4 We will endeavour to connect Your Broadband Service as soon as We can, but cannot guarantee availability or date of commencement.
- 8.5 Approximately once every 24 hours, a Broadband Service may be interrupted for approximately 30 seconds for a billing record update.
- 8.6 If You request Us to relocate Your Broadband Service to a new Site, as a result of Your moving:
 - 8.6.1 We may require You to produce copies of telephone bills for both the old and new Sites and/or other documents in relation to your moving, and subject to this;
 - 8.6.2 if We are able to relocate the Service, We may charge you \$200.00 to offset Our costs (plus charges for any additional Equipment and installation work required);
 - 8.6.3 if in Our opinion, We are not able to satisfactorily relocate the Service We may, subject to Our being satisfied in relation to information supplied by You, agree to release You from the Service Contract, subject to payment of all accrued charges, plus if a Minimum Term is current, a charge of \$200.00 to offset Our costs.
- 8.7 If Your Broadband Service is suspended or disconnected because of anything for which You are responsible (for example late payment of account or interruption to Your telephone service) and We agree to reconnect it, We may charge You an amount of \$100, to offset Our costs.

- 8.8 Where Your Broadband Service is a Resold Service and the Other Supplier is Telstra Corporation Ltd, You must obtain and maintain in Your own name a standard telephone service.
- 8.9 You acknowledge that some services ("Incompatible Services") supplied by means of the same telephone line as Broadband may be incompatible (which You agree not to use) or may only function with additional equipment (which is Your responsibility).
- 8.10 You release and indemnify Us (except to the extent caused by Our breach) and any Other Supplier from all liability (including third party claims) for:
- 8.10.1 disruption to standard telephone service or any service supplied by means of the same telephone line;
 - 8.10.2 suspension of the provision of the Service to particular IP addresses;
 - 8.10.3 cancellation of, or refusals to provide or continue providing, Incompatible Services;
 - 8.10.4 Your use of Incompatible Services.
- 8.11 If an Other Supplier ceases to supply the Broadband Service as a Resold Service, We may cancel the agreement for the supply of the Service to You.
9. VIRTUAL WEB SITE HOSTING
- 9.1 This clause applies if You have made Application for and We have specifically agreed to provide Virtual Web Site Hosting.
- 9.2 Unless We have otherwise agreed in writing, You are responsible for domain names and design and implementation of Your website.
- 9.3 Apart from the operating system and the web server software on a Virtual Web Server, any software (e.g. CGI scripts) made available by Us is supplied on an as-is basis, and without any warranty, and You are solely responsible for satisfying Yourself as to its suitability for Your purposes.
- 9.4 You agree that:
- 9.4.1 You will not run any application on a Virtual Web Server that We consider to be highly processor intensive or likely to impair its operation;
 - 9.4.2 You will remove from the Virtual Web Server at least once each 30 days any log files that You want to retain (and You authorise Us to delete log files more than 30 days old);
 - 9.4.3 You will keep a backup copy of all material You upload to the Virtual Web Server;
 - 9.4.4 You will download from the Virtual Web Server any data that is created on it as often as necessary to ensure that loss of data on the Virtual Web Server will not cause You significant harm;
 - 9.4.5 You will observe all proper practices and procedures in relation to the security of Your website;
 - 9.4.6 You will not use and will remove from Your website any application that We determine to be harmful in any way;

- 9.4.7 You will indemnify Us against any harm You may suffer from a breach of these promises, or as a direct or indirect result of the publication of Your website;
- 9.5 We may specify a maximum disk quota for Your website, including its public FTP directory. It is Your responsibility not to exceed disk quotas. You acknowledge that exceeding disk quotas may cause Your website or FTP to malfunction. If that happens, We accept no responsibility.
- 9.6 We will back up the Virtual Web Server that contains Your website using a regime to be decided by Us. The backup regime will not be tailored to Your needs, and You are solely responsible for deciding if it is adequate for its purposes. If You request Us to restore any data, We will do so if We can from the backups then available. However if We cannot restore the data We are not liable to anyone in any way.
- 9.7 We will only provide for use on a Virtual Web Server, software nominated by Us and We may decline to permit certain functionality to operate (for example, certain Front Page extensions, or CGI scripts other than those supplied by Primus). You are responsible for familiarising Yourself with what functionality is not permitted.
- 9.8 If We agree to the use of any software on a Virtual Web Server that is not nominated by Us, Our only duty is to try in good faith to support the use of that software, and You indemnify Us against all harm that anyone suffers as a result of:
- 9.8.1 the use of the software or the fact that it does not work properly;
or
- 9.8.2 Our attempts to support this software, even if We are negligent.
- 9.9 We will obtain any software licences that are required for the purposes of Our responsibilities under this Service Schedule. Otherwise, You are solely responsible for choosing and licensing any software You require for the purposes of Your website, and for ensuring that it is compatible with Our hardware and software.
- 9.10 Apart from any other rules it may make, We may make and alter rules regulating the allocation of the total Internet bandwidth and processing capacity available to a Virtual Web Server among the websites on the server.
- 9.11 We are not responsible for failure of a Firewall or other security hardware or software (if any), to provide full protection of Virtual Web Server/s or any Web Site.
- 9.12 Where a Virtual Web Hosting Service includes FTP access by persons other than You:
- 9.12.1 You are solely responsible for ensuring that the public FTP directory contains nothing that should not be available to those persons;
- 9.12.2 the public FTP directory and the material in it are taken to be part of Your website.
- 9.13 If You have reason to anticipate that the volume of data coming to or from its website will vary significantly, You must give Us notice and details without unreasonable delay.

- 9.14 If We request it You must, in good faith, give forecasts of Your anticipated requirements for disk quotas, or the volume of data coming to or from Your website from time to time.
- 9.15 We may delete any of Your data which remains on a Virtual Web Server after the end of Your Service Contract. You are solely responsible for backing up and preserving any data that You want to retain from or associated with Your website and We not responsible for the loss of any data associated with Your website because You failed to do so.
10. EMAIL VIRUS PROTECTION AND EMAIL SPAM PROTECTION
- 10.1 Email Virus Protection and Email Spam Protection may be offered by Us as additional Services at extra cost to selected Customers.
- 10.2 The following definitions are applicable:
- 10.2.1 "Email Virus Protection and Email Spam Protection" means both Email Virus Protection and Email Spam Protection or where applicable one of those Services.
- 10.2.2 "Email Spam Protection" means filtering spam from Your incoming Primus email using the Email Spam Software.
- 10.2.3 "Email Virus Protection" means providing protection against Viruses in Your incoming Primus email using the Email Virus Software.
- 10.2.4 "Email Spam Software" means Brightmail Solution Suite, Anti-Spam Solution, Service Provider Edition, or such replacement software as is adopted by Us from time to time.
- 10.2.5 "Email Virus Software" means Brightmail Solution Suite, Anti-Virus Solution, Service Provider Edition, powered by Symantec or such replacement software as is adopted by Primus from time to time.
- 10.2.6 "Licensor" means Brightmail Inc and its successors as the licensor to Primus of the Email Spam Software or the Email Virus Software or either of them (and where applicable includes any superior licensors).
- 10.2.7 "Spam" means unsolicited commercial email sent to You.
- 10.2.8 "Spam Folder" means Your directory to which email identified as probable spam is diverted for temporary storage.
- 10.2.9 "Virus" means programming code intended to cause some unexpected or undesired event and includes without limit things known as worms and Trojan horses.
- 10.3 Email Virus Protection and Email Spam Protection will be provided for successive monthly periods. The first period may be less than one month so as to align with the day of the month to which You are billed for Internet Services.
- 10.4 We or You may terminate Email Virus Protection and Email Spam Protection at any time on notice to the other. You will remain liable for payment to the end of the current month, unless the termination occurs at Our request.
- 10.5 You are aware that Email Virus Protection and Email Spam Protection do not provide protection against Spam or Viruses emanating from sources other than incoming email addressed to Your nominated email address provided by

Us. For example they do not protect against spam or viruses introduced from a floppy disc or from the Internet or from a web based email program. For this reason We recommend that You should also obtain and keep current a reputable desktop security program.

- 10.6 You authorise Us and the Licensor to access and process Your email and information to the extent necessary for the proper functioning of the Email Virus Protection and Email Spam Protection and in order to provide support and maintenance and reports on the operation of and changes to the Email Virus Protection and Email Spam Protection.
- 10.7 You acknowledge that Brightmail Inc and others constituting the Licensor do not give any warranties to You as to the performance of the Email Virus Protection and Email Spam Protection and that this agreement does not give You any recourse against the Licensor.
- 10.8 You acknowledge that all intellectual property rights, now and in the future, in the Email Virus Software and Email Spam Software belong to the Licensor.
- 10.9 Because software is inherently complex and may not be completely free of errors and because of the nature of the internet and email and Viruses, You accept that Email Virus Protection and Email Spam Protection may not always provide the desired outcomes.
- 10.10 Email Virus Protection and Email Spam Protection are configured for offer to all Primus customers. For this reason they cannot be configured to Your individual requirements.
- 10.11 Email Virus Protection comprises the use of the Email Virus Software to scan Your incoming email for Viruses and to divert any that contain Viruses. At Our discretion in some cases a Virus may be removed and in others the affected email and/or attachment may be deleted completely. You will receive email notification if such an event occurs. The following matters apply to Email Virus Protection:
 - 10.11.1 We do not warrant that We will be able to identify or provide protection against all Viruses;
 - 10.11.2 some email and attachments (infected by Viruses or not) may be delayed or permanently lost;
 - 10.11.3 it provides protection only to incoming email addressed to the nominated email address provided by Us;
 - 10.11.4 it does not monitor or provide any protection in respect of Your outgoing mail, nor in respect of Viruses which may be introduced by other means (for example from a floppy disc or from the internet).
- 10.12 Email Spam Protection is configured to identify probable spam which will be diverted to the Your Primus webmail Spam Folder, where it will be held for a period of 7 days, after which it will automatically be permanently deleted, without notice to You. The following matters apply to Email Virus Protection:
 - 10.12.1 it applies only to incoming email addressed to the nominated email address provided by Us;
 - 10.12.2 We do not warrant that We will be able to identify or provide protection against all spam or other unwanted email;

- 10.12.3 some email and attachments may be delayed or permanently lost;
- 10.12.4 some email which is identified as probable spam may be email which You would wish to receive;
- 10.12.5 the Spam Folder will be accessible to You only by accessing Your webmail Spam Folder;
- 10.12.6 if You do not, within the period of 7 days, move an item from the Spam Folder, it will be permanently deleted, notwithstanding that it has not been seen by You;
- 10.12.7 We recommend that You check the contents of the Spam Folder at least every 7 days and move items which You wish to retain;
- 10.12.8 We does not check the contents of the Spam Folder;
- 10.12.9 email diverted to or held in the Spam Folder is included in calculation of the volume of Your data usage and mail box limit.

11. iSPEED

- 11.1 The following definitions are applicable:
 - 11.1.1 "iSpeed" means the content acceleration service using Client Software to accelerate delivery to the Your computer of data, text and graphics requested by You from the internet.
 - 11.1.2 "Client Software" means Propel client software or other software chosen by Us.
 - 11.1.3 "Licensor" means Propel Software Corporation and its successors as the licensor to Us of Client Software and (and where applicable includes any superior licensors).
- 11.2 iSpeed is offered as an additional Service at extra cost to selected Customers of Internet Services who have a dial-up Internet connection of between 14.4 and 200 kilobits per second.
- 11.3 You acknowledge that:
 - 11.3.1 iSpeed does not increase the speed of uploads from Your computer to the internet;
 - 11.3.2 iSpeed is not effective with all data types nor all web sites;
 - 11.3.3 iSpeed may not be compatible with all Your hardware or software;
 - 11.3.4 because of maintenance or for other reasons, iSpeed may not be available at all times;
 - 11.3.5 Your Service Contract does not give You any recourse against the Licensor.
- 11.4 Our website www.iprimus.com.au contains information about the effective use of iSpeed, measurement of its effect and gives details of software and hardware which is not compatible with iSpeed.
- 11.5 iSpeed will be provided for successive monthly contract periods. The first period may be less than one month so as to align with the day of the month to which You are billed for Internet Services. We or You may terminate the contract at any time on notice. You will remain liable for payment to the end of the current month, unless the termination occurs at Our request.