

Green Tree Frog Pty Ltd

Terms and Conditions

1) Definitions

- 1.1) "GTF" means Green Tree Frog Pty Ltd (ABN 91 118 859 644)
- 1.2) "Acceptable Use Policy" or "AUP" means the conditions of use applicable to the service as published from time to time on our public web server.
- 1.3) "Privacy Policy" means the details as set out with respect to the use by us of your details, as published from time to time on our public web server.
- 1.4) "Terms" means these terms and conditions as amended from time to time as published from time to time on our public web server.
- 1.5) "Products and Services" refers to the list of individual services that GTF make available as published from time to time on our public web server.
- 1.6) "Service" means the connection and interactive access to the internet and the use of related facilities provided by GTF.
- 1.7) "Account" means an active user registration for the purpose of invoicing for services supplied.
- 1.8) "Activation Date" means the date that the Service is available for use.
- 1.9) "Dialup" means a type of narrow band service which you use a PSTN modem to access the Internet.
- 1.10) "DSL" means Digital Subscriber Line, a type of technology that allows for Broadband services to establish a digital connection to the Internet
- 1.11) "ADSL" means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs.
- 1.12) "Broadband" means a high-capacity communications pipeline capable of delivering simultaneously a range of voice, video and data services to the home.
- 1.13) "Access Period" means a renewable period of one calendar month, starting from the Activation Date for DialUP products, or in the case of a DSL service, means a minimum of 6 calendar months from the Activation Date.
- 1.14) "ADSL Hardware" means physical equipment, including ADSL modems and line filtering equipment, which you order from GTF when you place an order for the DSL Service.
- 1.15) "Charges" means the charges payable by you to GTF as set out to you at the time you place an order for the Service and as amended from time to time.

Green Tree Frog Pty Ltd Terms and Conditions

- 1.16) "Phone line" means a standard PSTN telephone service purchased by you in your name from a Telecommunications Carrier or reseller.
- 1.17) "You" and "Your" means the customer who enters into this agreement.
- 1.18) "Customer", "You" and "Your" means any person identified on the Application for Registration.
- 1.19) "Download" means data transferred using any Internet protocol to your computer using the Service.

2) Introduction

- 2.1) You must comply with these Terms and Conditions including the Acceptable Use Policy. Any use of the Services, or making an application to be supplied with the Services, is deemed to acknowledge acceptance of these Terms by you.
- 2.2) A failure to comply with the Terms may result in either the suspension or termination of the service.
- 2.3) By accepting these Terms you warrant that they are over 18 years of age.
- 2.4) You agree to continually provide GTF with true and correct details for the continual ongoing provision of service. Failure to do so is a breach of these Terms and may result in termination of services.
- 2.5) The use of the Services is at Your sole risk and is entirely Your responsibility. You agree that GTF is not liable for any content or information accessed through the Service.
- 2.6) If GTF fails to enforce strict performance of any provision of this Agreement it will not be assumed to have waived the performance of the provision.
- 2.7) You may not resell any part of the Services to a third party.
- 2.8) References to any law include any consolidations, amendments, re-enactments or replacements of that Law. Words in the singular include the plural and vice-versa. Headings have been inserted for convenience and are not to be interpreted as part of these Terms.
- 2.9) Notices under this agreement must be sent by email, post or fax, unless GTF specifies an alternative method.

3) Provision and Use of Service

- 3.1) This Agreement starts on the date when You place an order for the Service.
- 3.2) GTF will start providing the Service to You from the Activation Date.
- 3.3) Whilst there is an active Account, you must comply with the Acceptable Use Policy.
- 3.4) GTF may from time to time vary its service pricing. Upon giving You fourteen (14) days notice, GTF may modify or change any of its plans or Charges for the Services.

Green Tree Frog Pty Ltd Terms and Conditions

- 3.5) You shall not use the Service, or any part of the Service, or any information or other material accessed or obtained through the use of the Service, for any purpose contrary to any regulation or law.
- 3.6) You shall comply with the rules and regulations imposed by any internet network or facilities accessed through the Service.
- 3.7) GTF may modify, suspend, or remove any part of the Services at its sole discretion without any notice to You, including where it is necessary for the efficient operation of its network.
- 3.8) Depending on the service and plan type, certain individual conditions may exist. GTF may log You off the Services after a pre determined time of continuous connection as published from time to time. You may reconnect to the service at anytime within the limits of the plan conditions. Depending on the type of service You have, GTF may terminate the current session if there is no use of the Services for 20 minutes or more.
- 3.9) Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- 3.10) You may not re-sell any part of the Services to a third party, or transfer their Account to another without the written consent of GTF.
- 3.11) You shall not assign any rights of access to the Service to another party and the use of the Service by a party other than You without the written consent of GTF is strictly prohibited.
- 3.12) You are responsible for maintaining the secrecy and confidentiality of all identification and log-in information required by You to access the service. You agree not to disclose to any other person, corporation, entity or organisation any identification or log-in username and or password information, whether in use or not, nor any other confidential information relating to the service or GTF.
- 3.13) You must immediately report to GTF any fraudulent or unauthorised use of the Account, whether actual or suspected.
- 3.14) If You misuses or abuses the Services, breaches these Terms, or is delinquent in payment of the Services or for any part of the Services, GTF reserves the right to suspend or disconnect the Services without prior notice. Actions that constitute misuse or abuse of the Services are determined by GTF in their absolute discretion.
- 3.15) Only one active session is permitted for each individual Dialup Account at any one time. You may permit another person to use the Account, however You will absorb and/or accepts all responsibility for usage and costs. GTF may suspend or disconnect the Services if they suspect unauthorised usage of an account by more than one person at a time.

Green Tree Frog Pty Ltd Terms and Conditions

- 3.16) GTF may delete without notice any material found on its servers, which it considers unauthorised, unlawful, obscene, uncollected for an excessive period, in an unauthorised place, or excessive in volume. GTF may delete any computer files from its storage without giving any reason or incurring any liability for doing so without any notice to You, including where it is necessary for the efficient operation of its network.
- 3.17) You must comply with all reasonable directions by GTF regarding the access and use of the Service.
- 3.18) You acknowledge that GTF does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Service.
- 3.19) You are responsible for preparing and maintaining sufficient back-up files and data storage capacity for all your data including electronic messages and any web hosted information.
- 3.20) GTF has no responsibility to provide training or technical support for any products or services for which it has no control over or in the use of the Service pursuant to this agreement.
- 3.21) Misuse of GTF's system resources is prohibited, including but not limited to consumption of excessive CPU cycles, memory, storage or bandwidth.
- 3.22) Violations of system or network security are prohibited, and may result in criminal and civil liability. GTF will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.
- 3.23) Using the Service to send unsolicited bulk email messages (SPAM) is considered a breach of these terms. You must not use another person's mail server to relay email without the express permission of that person.
- 3.24) GTF shall use our reasonable endeavours to make available to You at all times the Service, but GTF shall not in any event, be liable for interruptions of Service or down-time of any Services.
- 3.25) GTF may contract an agent, dealer or otherwise to conduct any aspect of service provision and maintenance under this Agreement.
- 3.26) GTF may supply you with onsite or offsite technical support. GTF does not guarantee such support and will not be liable for any loss or damages to your equipment or software.
- 3.27) GTF may, at its discretion, impose charges for support services provided to you.
- 3.28) GTF may, at its discretion, impose charges to recover the reasonable costs incurred by GTF in investigating any breach of these Terms by You.

4) Service Type and Limitations

- 4.1) You will be allocated a user name and password for the Service.

Green Tree Frog Pty Ltd Terms and Conditions

- 4.2) From time to time particular conditions are specific to an individual service type. These individual conditions are specified at the time of purchase of each service and made explicitly clear prior to the placement of an order for the service. They are defined and set out in the products and services schedule.
- 4.3) GTF may adjust the Charges at the beginning of a new monthly period, provided that GTF gives you at least 30 days advance notice of any increase.
- 4.4) Any IP Address allotted to you by GTF, whether as a static address or dynamically allocated: remains the sole property of GTF; may be changed or revoked by GTF at its discretion at any time; and is not transferable.
- 4.5) If applicable for each service type, unused traffic including any unused data allowance does not roll over or carry forward, and any unused data allowance is not refundable.

4.6) Dialup

- 4.6.1) GTF in its best endeavour provides an 0198 style national roaming number for local call Dialup Access to 98% of Australians. The 0198 number facilitates local call access to GTF's nearest point of presence. It is up to You to ensure that the Dialup service is in fact the cost of a local call from their telecommunications carrier provider. GTF is not responsible for any telecommunications cost incurred whatsoever to access the DIALUP service.
- 4.6.2) Time limit, and excess usage charges may apply to selected GTF Dialup Plans as defined in the product and service schedule.
- 4.6.3) If all of the modems are in-use, any user connected for longer than the period of time specified by GTF will be disconnected, without warning. Subject to this clause, there may be a lockout period of time as nominated by GTF for which a user will be unable to dial back into the service.

4.7) DSL / ADSL

- 4.7.1) The GTF DSL Service delivers high-speed data services over a standard Phone line. The Service is provided using Digital Subscriber Line technology. Asymmetric DSL, or Symmetrical DSL services are available in varying degrees of performance with respect to speed and quality.
- 4.7.2) GTF's DSL plans have an initial minimum contract period of 6 months.
- 4.7.3) If You wish to change the connection speed for DSL Services, you must request a change at least a minimum of 14 days before the end of the current Access Period. The change will take effect at the start of the next Access Period. In addition to any changes in monthly fees, GTF will charge a fee for this service change as

Green Tree Frog Pty Ltd Terms and Conditions

set out in the products and services schedule, and append this to your account at the time you request the change.

- 4.7.4) You must provide your own Phone Connection. The Service can only be provided to you if the cable that runs between your premises and the nearest exchange is owned by Telstra. This means that you must purchase a standard telephone service from Telstra or a reseller of Telstra in order to receive the Service. If you do not currently purchase your standard phone service from Telstra or a Telstra reseller, then GTF may be unable to provide the Service to you at this time. If, after you start receiving the Service, your standard phone service becomes disconnected, you move premises, or you transfer your phone services to someone other than Telstra or a Telstra reseller, this may mean that you will be unable to receive the Service. GTF is not obliged to refund any of the fees you have paid in these circumstances. If you move premises, this will be treated by GTF as a disconnection. You may then apply for a new connection at your new premises.
- 4.7.5) The Service is only provided on a Telstra copper loop service. You acknowledge that if you cancel the telephone service the Service will cease to function. However this will not alleviate You from Your payment obligations set out in these Terms.
- 4.7.6) The installation of the service on your Phone Connection may interfere with other services You receive, such as back-to-base security monitoring services. It may be necessary to install additional equipment, such as a central line splitters, filters and network termination devices, to ensure that these services continue to operate when an ADSL service has been installed. The costs of obtaining and installing any such additional equipment are Your responsibility.
- 4.7.7) You must inform any provider of monitoring services that installation of the ADSL service may cause temporary interruption of monitoring services and that installation of additional equipment may be required.
- 4.7.8) You agree that any other telephony equipment used on the same line as the Service will be isolated by a filter. You are responsible for the supply and installation of all equipment necessary to operate the Service and such equipment must be approved for use on the Telstra ADSL network.
- 4.7.9) Access speeds indicated in various plans are indicative of transmission speeds, and are theoretical maximum speeds achievable on the Service in ideal conditions. You acknowledge that the actual speeds may vary from the theoretical speeds.
- 4.7.10) In respect of the Service You acknowledge that the installation and operation of a Service may cause temporary disruption in the telephone service received by You or a monitoring service.
- 4.7.11) Some DSL Services are a "residential class" service, with service features and performance specifically designed for such

Green Tree Frog Pty Ltd Terms and Conditions

purpose. The Residential DSL Service is not suitable for hosting externally accessible servers and the following ports may be blocked for incoming connections: Port 80 (WWW), Port 25 (SMTP), Port 139 (NetBIOS), Port 443 (HTTPS) and ICMP packets. Other ports may be blocked without notice if this is deemed necessary for security or network integrity and management reasons.

- 4.7.12) The Service has an initial Activation Fee and a Monthly Access Fee that may also include any associated megabyte download limit for both Peak and Off-Peak periods if applicable, and with additional downloaded data being charged for at a defined rate per megabyte.
- 4.7.13) If during the technical qualification process whereby GTF verifies that Your premises is located in an area serviced by a DSL enabled local exchange, and that the copper line serving Your premises is of a required quality to enable the Service to be delivered over it (the 'line check') and it is revealed that GTF cannot provide the service to You, then the Agreement will be null and void for that particular service.
- 4.7.14) The Service is delivered using other telecommunication carriers' networks. GTF does not guarantee the availability of other telecommunication carriers' networks. GTF is not responsible for the non-performance of a third party network provider or provisioning agent for any delay in, or interruption to, the Service, including access to the Internet by You.
- 4.7.15) GTF reserves the right to vary the technical configuration or the components of the Service at any time without notice to You, unless such a change impacts directly or negatively on the performance of Your Internet connection. If GTF determines that the variation has a substantial negative effect on Your Internet connection, then GTF will inform You of any such variation within a reasonable timeframe.
- 4.7.16) You acknowledge that in order to access the Service, You must possess an appropriate ADSL Modem that is approved for use on the Telstra ADSL network, and the power required to run it, and is You are solely responsible for the the ADSL Modem and its operation.
- 4.7.17) You further acknowledges that GTF's responsibility for support extends only to the PSTN socket at Your site through which the Service is supplied. In addition, You will not be entitled to receive customer support relating to any issue other than the quality of the signal delivered through the PSTN socket.
- 4.7.18) You are wholly responsible for all in-building cabling; the provision of appropriate cables; and the provision or allocation of an appropriate wall socket for each Service.
- 4.7.19) Where GTF is undertaking installation of the Service and You require GTF to provide additional cabling or wall sockets, You will

Green Tree Frog Pty Ltd Terms and Conditions

be charged in accordance with the fees as defined in the product and services schedule.

- 4.7.20) You may purchase equipment from GTF, including ADSL modems/routers, splitters, etc (hereafter, the "CPE").
- 4.7.21) Where the Service Order requires GTF to install the Service You must provide GTF with access to Your premises and reasonable assistance so that GTF may install equipment necessary for access to the Service or to perform maintenance and generally ensure that You comply with the Terms.
- 4.7.22) GTF may agree with You on a date on which GTF will seek to connect the Service and GTF will endeavour to keep to the agreed date but will not be liable for any loss suffered by You if connection is not made on that date.
- 4.7.23) If You do not own the CPE or the premises in which Your CPE is situated, You represent and warrant to GTF that You has notified the relevant owner and obtained any necessary authorisation for GTF (and GTF's servants, agents, and contractors) to enter the premises, to install the CPE and to make physical modifications to the premises in order to install or remove the Service ("Installation Services"). You agree to indemnify GTF against any claim made against GTF by any other person in connection with performance of the Installation Services.

4.8) Domain Name Registration

- 4.8.1) GTF does not warrant or guarantee that the domain name applied for will be registered in Your name or is capable of being registered by You.
- 4.8.2) Both the registration of the domain name and its ongoing use are subject to the relevant naming authority's terms and conditions of use and You are responsible for ensuring awareness of those terms and conditions compliance with them.
- 4.8.3) You irrevocably waive any claims You may have against GTF in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by You to GTF shall be non-refundable in any event.
- 4.8.4) GTF accepts no responsibility in respect of the use of a domain name by You. Any dispute between You and any other individual or organisation regarding a domain name must be resolved between the parties concerned and GTF will take no part in any such dispute. GTF reserves the right, on our becoming aware of such a dispute, at GTF's sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority.

4.9) Server Related Services: Hosting /E-mail/SSL

Green Tree Frog Pty Ltd Terms and Conditions

- 4.9.1)GTF specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.
- 4.9.2)GTF will take all reasonable steps to ensure accurate and prompt routing of messages but GTF will not accept any liability for non-receipt or misrouting or any other failure of email.
- 4.9.3)Whilst GTF shall use reasonable endeavours to ensure the integrity and security of the Server, GTF does not guarantee that the Server will be free from unauthorised users.

5) Charges

- 5.1) The charges for use of the Service are published by GTF from time to time in the products and services schedule, and are subject to change at any time at GTF's absolute discretion.
- 5.2)The charges for all Access plan fees are billed in advance or in arrears, as applicable to the specific plan. Excess usage fees are billed monthly in arrears and appended to the Account. Plan excess charges are defined in the products and services schedule.
- 5.3) You must pay the charges at the rate and in the manner specified in the plan description for the plan you ordered. Payment for any set-up fee, the provision of the Service in the first Access Period and for any DSL Hardware you order must be made at the time you order the Service. If we later determine that we are unable to provide the Service to you, we will refund the Charges.
- 5.4) GTF will automatically charge your credit card for Charges in subsequent months, when and if a payment is due.
- 5.5)It is your responsibility to ensure that: you have provided correct credit card details to us; and there are sufficient funds on your credit card at the time when payments are deducted.
- 5.6)If a credit card transaction is declined for any reason (other than a failure in our or our financial institution's payment processing systems), we will suspend your account at the end of the current Access Period. As well as suspending your account, we may terminate this Agreement if Charges remain outstanding beyond the end of any Access Period for which you have paid. We will make reasonable efforts to contact you to inform you that a credit card transaction has been declined.
- 5.7) Until GTF terminates this Agreement, we may continue trying to debit your credit card even though a previous attempt was declined. We may also impose a reasonable processing fee for declined credit card transactions.
- 5.8) If You make payment on your account for a suspended service, we will enable your access to the Services as soon as possible.

Green Tree Frog Pty Ltd Terms and Conditions

- 5.9) GTF are not liable to refund any Charges for the period of any suspension.
- 5.10) Except as required by relevant legislation, or as set out in this clause, no Charges will be refunded to you if you request disconnection of the Service after the Activation Date.
- 5.11) By connecting and utilising multiple simultaneous logins you agree to be billed for the number of simultaneous logins as separate accounts within the term and cycle of the billing period.
- 5.12) All Accounts are due at the beginning of the calendar month when the plan renewal falls due.
- 5.13) All accounts must be paid 7 days from invoice being emailed.
- 5.14) Fees are due and payable 14 days from date of postal invoice unless otherwise stated.
- 5.15) GTF will email a copy of due accounts to the primary 'Billing Contact' when and if they fall due.
- 5.16) Postal invoices are an option, and are available upon request. A service administration fee for them is applicable and is amended from time to time in the products and services schedule.
- 5.17) Failure to make payment within the defined number of days will result in the Services and Account being disabled.
- 5.18) If account is not paid within 21 days new registration fee may be required.
- 5.19) Dishonoured cheques, rejected or invalid credit card transactions, will attract a fee as defined in the products and services schedule.
- 5.20) Minimum monthly charges apply and are payable irrespective of whether the service has been used in the billing period.
- 5.21) All prices displayed, and products and services offered to be supplied by GTF, are subject to change at any time by notice to you.
- 5.22) Your continued use of the service after such notice will constitute acceptance of the variation.
- 5.23) You will pay the fees and other charges relating to the service or to this agreement, at the rates notified by GTF from time to time.
- 5.24) GTF may charge a late payment fee of \$10 per month on any overdue fees, or charge interest on any due balances at the current commercial rates and will compound this amount monthly until all Accounts are paid.
- 5.25) GTF may immediately and without notice withdraw your access to the service if your invoice remains unpaid after the due date.
- 5.26) You are responsible for, and required to pay for, all telecommunications costs associated with accessing or using the Services, including any dial-up connection charges. It is Your responsibility to check with their local call provider that the dial-up

Green Tree Frog Pty Ltd Terms and Conditions

number used is a local number. GTF will accept no liability in the event that You have been charged STD rates.

- 5.27) You may request a printed or faxed copy of a statement. GTF may apply a charge for the copy of the statement at the rate as defined in the products and services schedule.
- 5.28) You must notify GTF of any changes to direct debit details.
- 5.29) You are solely responsible for the entire Traffic used by Your Service, any excess Traffic charges incurred as a result of any Duration over and above the limits given in your plan details.
- 5.30) Traffic is all data that is transmitted or received by the Service. Traffic includes data which you may not have requested to be sent or received to or by the Service, including port scans, connection attempts, and data caused by viruses or other similar programs. If your Service is connected to the Internet, you are sending or receiving Traffic.
- 5.31) Any GTF plans may be changed, modified and or withdrawn at any time with minimum of one (1) months notice to You.
- 5.32) GTF retains the right to alter the Charges: Without notice if resulting from changes in taxation law or any other governmental action including any applicable GST; Providing notice for any other changes in rates, prices and charges.
- 5.33) You agree that when connected to the Service, GTF does not have any control over the amount of Traffic sent, downloaded or received by You or their equipment through use of the Service.
- 5.34) You agree to be invoiced monthly and to receive invoices via your GTF email account, and that you will be responsible to check and monitor your GTF email, and to make payment before the due date. Updates may also be sent via email. Disconnections may occur if payments are not made by the due date or if You do not reply to email correspondence.
- 5.35) Unless the price for a service is stated on the agreement to be GST inclusive, if any GST is payable by GTF on any taxable supply made under this agreement, you must pay GTF an additional amount equivalent to the product of the consideration for that supply and the then prevailing GST rate, subject to receipt of a valid tax invoice. GST exempted customers are required to send us a notice of exemption from the Australian Taxation Office.

6) Payment for service

- 6.1) You acknowledge that the Services are provided by GTF are continuing with payment in advance due each month. It is your sole responsibility to notify GTF in writing if the Services are no longer required.
- 6.2) You are responsible and are required to pay for all Internet access costs, including any charges requested by content providers.

Green Tree Frog Pty Ltd Terms and Conditions

- 6.3) If you fail to make payment within the terms of this agreement, you will become liable for the cost of collection.
- 6.4) Should You for any reason cease to be connected to the Service at any time prior to the expiry of the minimum term You agree to pay all outstanding Plan Charges for the remaining period of the minimum term and or disconnection fees or any other monies owing to GTF or our related bodies as at the date of request of disconnection.
- 6.5) In the event of Account termination You remain liable for all Charges until the end of the Account period which occurs at the end of a calendar month. No refunds will be granted for any unused Service. You are required to pay all outstanding Charges incurred on the Service regardless of the status of the Account.
- 6.6) GTF's Account records provide conclusive evidence of Services usage.
- 6.7) An administration fee may be charged monthly if You do not elect direct debit via an acceptable credit card. GTF may accept other payment methods however an administration fee may be incurred.
- 6.8) Regardless of the status of your account, we reserve the right to invoice you any fees that are applicable if usage is detected.
- 6.9) You agrees that GTF has no control over the amount of time a customer spends on the Internet
- 6.10) Unused hours will not be rolled over in any circumstances, and are not refundable.
- 6.11) In order to minimise security risks and to assist in the prevention of illegal use of Your account, GTF recommends and advises that You are responsible for keeping their accounts secure by implementing a secure password regime, and appropriate anti virus software.
- 6.12) Any additional disk space and or bandwidth usage, may be charged a additional monthly fee as applicable.

7) Credit information

- 7.1) If You apply to establish credit facilities with GTF, you agree that a credit check may be undertaken as part of your application and you acknowledge that you have read and understood the terms and conditions regarding the Privacy Protection of information.
- 7.2) In cases where GTF invoices you in arrears and therefore as a credit provider may find it necessary to exchange information with a Credit Reporting Agency, this information will be limited to that allowed under Section 18E (1) of the *Privacy Act 1988* (Cth). Giving information to a Credit reporting Agency (Section 18E (4) *Privacy Act 1988*) - GTF may give certain personal information about you to a credit reporting agency.
- 7.3) Where You are in default under the Terms it agrees that GTF, or our its agent, may utilise any information collected and recorded by GTF or its agents in relation to You, in the process of debt recovery.

Green Tree Frog Pty Ltd Terms and Conditions

- 7.4) Where the Charges are overdue, You agree that GTF may refer the your indebtedness to an external debt collection agency for the process of debt recovery.
- 7.5) GTF may refuse or cancel the Service on the basis of its credit assessment of You. You have the right to see and to correct any credit information which GTF holds about You.
- 7.6) You agree that the provision of a correct account number, username and password is sufficient to identify You and to release information concerning the Account to any person providing such details.
- 7.7) In relation to the use of the Service, You authorise GTF to share information obtained in connection with the supply of the Service to You to any Related Corporation, GTF's agents, dealers, contractors and franchisees and in particular where required for the provision of the Service to You and in the context of GTF's ongoing relationships with Suppliers. In certain other limited circumstances, GTF is permitted by law to disclose your name, address, service number and other details. This disclosure may be made in circumstances including: to law enforcement agencies; by court order; or for purposes relating to the enforcement of the criminal law.

8) Variation of Terms and Conditions

- 8.1) GTF may from time to time amend these terms and conditions at its absolute discretion and the effect of the amendment shall be immediate unless determined to the contrary by GTF at the time of amendment.
- 8.2) GTF shall maintain a current set of terms and conditions at all times on its web server and the disclosure of the amendment in such form will constitute notice of the amendment to You.
- 8.3) It is Your responsibility to check for changes to the Terms from time to time on the GTF web site.
- 8.4) Continued use of the Services after any variation constitutes acceptance by you of those variations.
- 8.5) Any provision of these Terms which declared void, voidable or unenforceable, by a court of competent jurisdiction, may be severed from these Terms and the remainder of these Terms will continue unaffected.

9) Force Majeure & Events beyond GTF's control

- 9.1) GTF shall not be liable for any breach of these terms and conditions caused by Act of God, act of nature, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or other competent authority, industrial disputes of any kind (whether or not involving GTF's employees or contractors), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons outside of GTF's responsibility or control or any other case outside of GTF's control.

Green Tree Frog Pty Ltd Terms and Conditions

- 9.2) To the extent permitted by law, GTF will not be liable for any defect in the provision of the Service which is caused by a reason beyond the reasonable control of GTF. In particular (but without limitation) you acknowledge that continuity and connection speed of your Internet access depends on a wide range of factors, many of which are beyond the control of GTF.
- 9.3) Your Internet access may be interrupted or slowed by a variety of factors, including, but not limited to, equipment failure, the need for routine maintenance, and peak demand.
- 9.4) Connection speeds are theoretical, and the speed of your equipment and service you purchase may not be achievable in practice.

10) Exclusion and Limitation of Liability

- 10.1) GTF shall not have any liability whatsoever in contract, tort or otherwise to any party in respect of any loss or damage (including, but not limited to, direct or consequential loss, financial loss or loss of other contract) suffered in connection with the provision of the Service or any inaccuracy or error in or omission from any part of the Service.
- 10.2) GTF excludes all implied conditions and warranties from these Terms, except those implied conditions and warranties (such as those implied by the Trade Practices Act) the exclusion of which would be illegal or render this clause void ("Non-Excludable Condition"). Except to the extent that the Service is deemed to be a service ordinarily acquired for business or household use, GTF limits its liability for breach of any Non-Excludable Condition (except any warranty as to title) to re-supplying the goods or services which gave rise to the loss or damage.
- 10.3) GTF retains all present and future intellectual property rights pertaining to the Service including information, such as promotional material (web based and printed), technical documentation of the GTF network and hosting infrastructure or business plans prepared for You in relation to the Service.
- 10.4) GTF shall not be responsible for, and accepts no liability whatsoever in respect of, information, graphics, software or any material accessed through the Service.
- 10.5) GTF will not be responsible for any failure or interruption of the Services caused by acts beyond its control. The provision of an Account does not guarantee that access to the Services will be uninterrupted or error free.
- 10.6) GTF makes no warranty that the service will be error free or free from interruption of failure, and the company expressly disclaims any express or implied warranty regarding system and/or service availability, accessibility, suitability or performance.

11) Indemnity

Green Tree Frog Pty Ltd Terms and Conditions

- 11.1) You indemnify and hold harmless GTF, our officers, employees, agents and related bodies and shall keep GTF indemnified in respect of any loss, liability, damage, action, claim, suit, demands, costs, expenses, proceedings or settlement against GTF by any person arising out of or in any connection from the use of the service by you or someone using your name and password.
- 11.2) The indemnities provided under these Terms survive the termination or expiration of these Terms.

12) Termination

- 12.1) GTF will provide the service on a continuous basis during the term of this agreement.
- 12.2) Some of GTF's services have a minimum term period depending on the plan chosen. Once the initial minimum Terms expires, You agree that it will be a continuing service unless GTF receive written notice of cancellation 14 days prior to cancellation date. If You do not cancel their service prior to the minimum term, then the same minimum term period will be re assigned and all charges applicable.
- 12.3) You may terminate the Service at any time by giving GTF written notice. Written notice for cancellation can only be via fax, or post, or via email to 'accounts@greentreefrog.net.au'. In any case You must supply as a minimum the account number, username and password of the account for each service that is required to be cancelled. Unless the 3 preceding items of information are supplied, GTF cannot be reasonably expected to identify and cancel the service as requested.
- 12.4) You must give us at least 14 days notice before the end of the current Access Period that you wish to discontinue the service, If you give us less than 14 days notice, we may postpone the date of termination by one calendar month.
- 12.5) Upon notification of a cancellation, a 'cancellation number' will be issued by GTF and emailed to You. Any further correspondence with reference to the cancellation will require confirmation of this number.
- 12.6) Should Your plan details have a minimum term, You agree that no refunds will be granted for any unused service.
- 12.7) If the service is requested to be cancelled prior to completion of the application, a break-out fee as applicable and updated from time to time in the Products and Services schedule will be applicable and will be invoiced accordingly. You acknowledge and agree to be invoiced and to pay this amount.
- 12.8) Cancellation will not take effect until all fees associated with the service are remitted to GTF. You must pay for the Service up until the end of the minimum period.
- 12.9) You authorise GTF to debit any outstanding payments to Your credit card or bank account on receipt of a termination notice from You.
- 12.10) GTF may notify you in advance that we wish to discontinue providing the Service to you, we will only do this if: we consider that you have

Green Tree Frog Pty Ltd Terms and Conditions

breached these terms and conditions or the Acceptable Use Policy; or if it is a DSL service, you disconnect your Phone Connection (including by changing service providers or moving premises); or we are no longer able to supply the Service to you because our arrangements with our suppliers have ended and we have been unable to source alternative arrangements.

- 12.11)GTF may also suspend the Service, at any time without notice, for any reason including but not limited to, technical reasons, network repairs, or to comply with any law or an order of an emergency service or government authority. When GTF anticipates, or has advance knowledge of, a suspension to the Service GTF will attempt to notify You via e-mail or any other means.
- 12.12)If You are a natural person, GTF may terminate Services immediately if you become bankrupt.
- 12.13)If you are a corporation, GTF may terminate Services immediately if You either become insolvent or have a receiver, manager, administrator or liquidator appointed or appear likely to do so.
- 12.14)Upon cancellation, GTF reserves the right to delete and or remove any part and or all parts of Your information.
- 12.15)If the Service is terminated, GTF is under no obligation to return Your premises to its original condition..

13) Governing Law and Jurisdiction

- 13.1)This agreement is governed by the laws in force in New South Wales Australia and both customer and GTF submit to the exclusive jurisdiction of the New South Wales courts.

14) Acceptance

- 14.1)Your use of the Services constitutes your unconditional acceptance of all terms and conditions contained in this Agreement.
- 14.2)GTF does not waive its rights under these Terms unless the waiver is in writing and signed by an authorised representative.
- 14.3)You shall not give or transfer any rights or obligations under these Terms without GTF prior written approval.