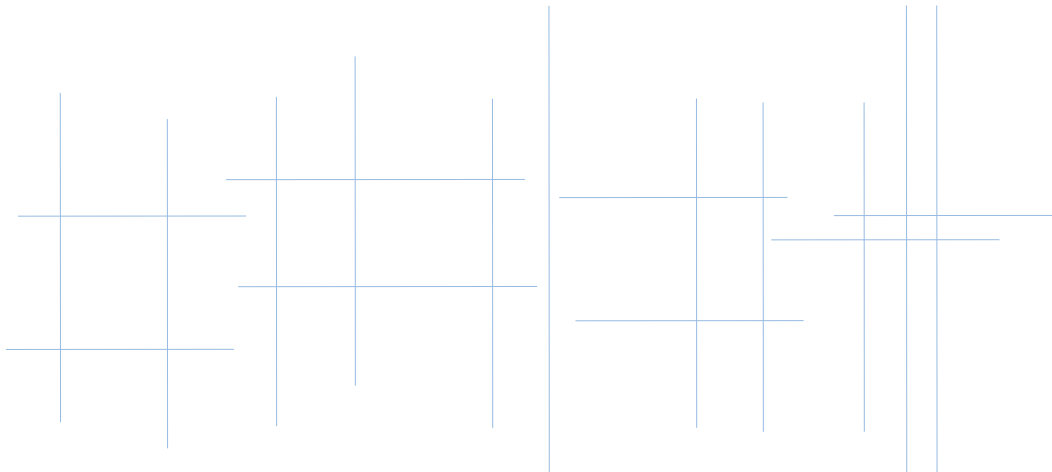


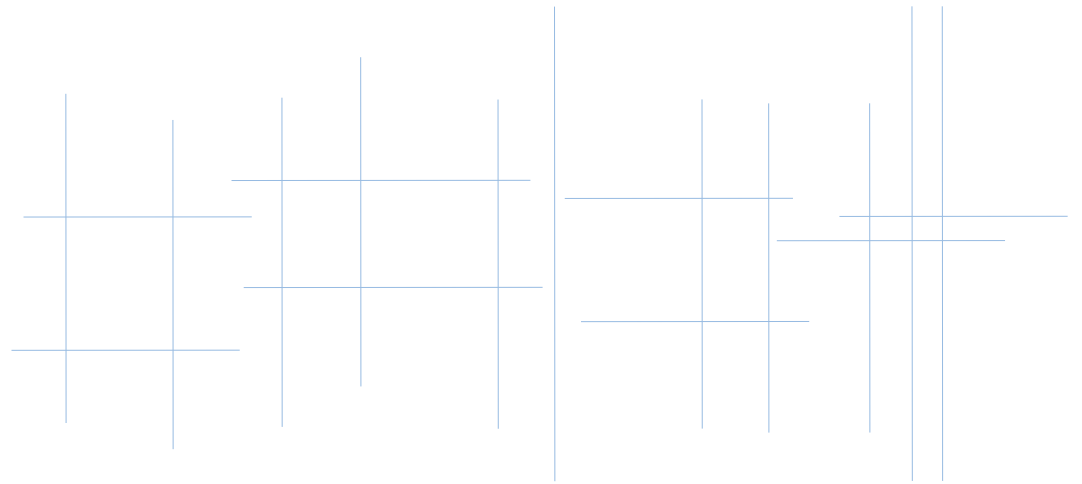


creative solutions for new age media



Terms & Conditions

current as of the 01/07/2004



"space isn't remote at all. it's only an hours drive away if your car could go straight upwards."

Fred Hoyle

EXECUTIVE SUMMARY
SILVER ROCKET CREATIVE SOLUTIONS
TERMS AND CONDITIONS OF MEMBERSHIP

Thank you for choosing a Service from Silver Rocket Creative Solutions. We hope you enjoy all that we have to offer. For your convenience we have summarised the key terms of the Agreement between you and us for the provision of your Silver Rocket Creative Solutions Service.

1. The Agreement requires us to:

- (a) supply the Service to you as described in the Agreement;
- (b) ensure that when we use your personal information we respect your privacy;
- (c) notify you of any change to the Agreement if we think it will be to your detriment. If you do not agree to the change, we will allow you to terminate the Agreement by notifying us within 14 days. We may charge you the Cancellation Fee or ask you to return your modem if you are still within your contract term; and
- (d) allow you to terminate the Agreement at any time by taking the steps set out on the Silver Rocket Creative Solutions website (we may also terminate the Agreement by giving you 30 days prior written notice).

2. In order for us to supply the Service to you, we ask and you agree to:

- (a) pay all fees and charges associated with your Service by the due date;
- (b) comply with the Acceptable Use Policy by, amongst other things, not using the Service for an illegal purpose or 'Spamming';
- (c) allow us to monitor your use of the Service to help you comply with the Acceptable Use Policy or to investigate a breach;
- (d) make sure that your PC meets the minimum system requirements set out on the Silver Rocket Creative Solutions website;
- (e) regularly check your default email address for messages about your Service;
- (f) ensure that any Additional Users comply with the Acceptable Use Policy;
- (g) understand that the Service is provided without any warranty that it will be continuous, accessible at all times or fault free;
- (h) indemnify us against loss or damage we incur as a result of your breach of the Acceptable Use Policy or any Equipment provided by someone other than us; and
- (i) pay the Cancellation Fee if you/we terminate the Agreement for non-compliance, after the expiration of any cooling off period, but before the end of your Contract Term.

3. If you do not comply with the Agreement, then we may:

(a) terminate the Agreement; and/or

(b) suspend your Service.

The above is just a summary. Please take the time to read the full terms of the Agreement so that you understand the rights and obligations they create.

SILVER ROCKET CREATIVE SOLUTIONS TERMS AND CONDITIONS OF MEMBERSHIP

Please read these terms carefully, and be sure that you understand them.

You should be aware that We can change these terms at any time. However, if we consider that the change will make you worse off, we will give you prior notice.

Words with initial capital letters (e.g. "Rate Card") have the meanings set out in the Glossary at the end of the Agreement.

1. Your obligations.

1.1 We will provide you with the Service and will use reasonable care and skill in doing so. In order for us to provide you with the Service, there are things that we need to ask you to do. These are that you:

- (a) ensure your PC meets the requirements set out on the Website;
- (b) comply with the Acceptable Use Policy;
- (c) pay all fees and charges associated with your use of the Service, in accordance with clause 2;
- (d) make sure you keep your account information, password, data and Equipment secure;
- (e) not connect any unauthorised equipment to the Service;
- (f) regularly check the default email address that we have allocated to you for messages about your Service; and
- (g) ensure that any Additional Users comply with the Acceptable Use Policy.

1.2 There are certain things that, despite our best efforts, we cannot guarantee or provide in relation to the Service. This means we have to ask you to acknowledge each of the following:

- (a) the Service may not be continuous, accessible at all times or fault-free. We guarantee a 99.9% uptime, which equates to allowing 8 hours of down time in a 12 month period. We use these times for upgrades as well as allocating time for unforeseen circumstances out of our control;
- (b) we may not give you details of your actual usage of your Service;
- (c) we do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. We may monitor use of the Service to see whether you are complying with the Acceptable Use Policy or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Acceptable Use

Policy or any other policy that applies to anyone using Services that we provide to them.

2. Charges for your Service

- 2.1 As with any Service provided by Silver Rocket Creative Solutions, we ask you to pay certain charges. With this Service, you are responsible for paying the charges set out in the Rate Card (as amended from time to time) for your selected pricing plan, starting from your Service Commencement Date and by the date specified on the invoice - even if the charges have been incurred by a person with unauthorised access to your Service.
- 2.2 We have chosen to structure our charges so that all monthly fees are payable in advance and any additional charges are payable in arrears. Other fees and charges set out in the Rate Card are payable on our request.
- 2.3 If any amount of charges owed by you remains unpaid after the due date, we may terminate this Agreement.
- 2.4 You can enjoy pricing flexibility by changing your selected pricing plan, at certain times, by contacting a representative from Silver Rocket Creative Solutions. The change will become effective on the first day of the next calendar month. Any change to your selected pricing plan will not affect your Contract Term.

3. Commencement and termination of this Agreement

Commencement.

- 3.1 So that you know when you need to start paying us for the Service, we ask you to note that this Agreement commences on the date that Silver Rocket Creative Solutions informs you of account activation.
- 3.2 If you use the Service, you will be taken to have accepted these terms.

Cooling-off period.

- 3.3 Some legislation gives customers a period in which they can cancel an agreement for goods or Services. If you are entitled to a Cooling-Off Period:
 - (a) you may terminate this Agreement at any time within the Cooling-Off Period by giving us notice; and
 - (b) we may choose not to provide the Service or the Equipment to you until the Cooling-Off Period has expired.

Your right to terminate this Agreement.

- 3.4 We understand that, at some stage, you may no longer wish to continue with your Service for a number of reasons. You may terminate this Agreement at any time by taking the steps set out on the Website. However, if you terminate this Agreement after the end of any Cooling Off Period and before the end of your Contract Term, you must pay us the Cancellation Fee.

Our right to terminate or suspend this Agreement.

- 3.5 We need to allow ourselves the right to terminate this Agreement in certain circumstances. So, we may terminate this Agreement:
- (a) immediately, if we reasonably suspect that you have breached this Agreement (and, in that case, if we terminate after the end of any Cooling Off Period and before the end of your Contract Term, you must pay us the Cancellation Fee); or
 - (b) at any time, by giving you 30 days' prior written notice.
- 3.6 We may also immediately suspend the Service to you if we reasonably suspect that you have breached this Agreement. If we do suspend your Service:
- (a) you are responsible for any monthly fees payable during the period of suspension. However, if we later decide that you did not breach the Agreement, then we will reimburse any monthly fees (pro-rated if necessary) that you paid during the suspension; and
 - (b) if we do not lift the suspension within 30 days, you may terminate this Agreement by written notice to us and you will not be liable for the Cancellation Fee; and
 - (c) we may then terminate this Agreement at any time during the suspension period.

The effect of termination.

- 3.7 We need to make sure that certain things occur if you or we terminate this Agreement. So, if this Agreement is terminated:
- (a) any software licences granted to you under this Agreement will immediately terminate and you must return to us, or destroy, the Software and all copies as we direct; and
 - (b) you must immediately return any of our property to us.
- 3.8 If we terminate this Agreement under clause 3.6(a) and, at your request, we later agree to provide you with the Service again, you may need to pay us a reconnection fee and any other applicable Service fees set out in the Rate Card.

4. Changing this Agreement

- 4.1 From time to time, we need to be able to change these terms to reflect our changing business. We can change this Agreement (including the Rate Card and any prices or the Acceptable Use Policy) at any time without notice.
- 4.2 If we consider that a change would be to your detriment, we will notify you of the proposed change by email, post or facsimile at least 30 days before it is to take effect. In considering whether a change would be to your detriment, we will consider your usage patterns over the 3 months immediately prior to the notification. If we notify you of a proposed change, you may terminate this Agreement by notifying us via email within 14 days of our notice. Your termination will take effect from the date the change comes into effect.
- 4.3 If you do not notify us of your decision to terminate this Agreement under clause 4.2 and continue using the Service from the date on which the change comes into effect, you will be taken to have agreed to the change.
- 4.4 If you terminate this Agreement under clause 4.2 and the termination takes effect during your Contract Term, we may require you to pay us the Cancellation Fee and any usage charges you incur after you notified us of your intention to terminate this Agreement.
- 4.5 To notify you of a proposed change under clause 4.2, it is sufficient that we inform you that we:
 - (a) propose to change the Agreement; and
 - (b) post on the Website a revised copy of these terms, the Acceptable Use Policy or the Rate Card showing the proposed change.

5. Maintenance of the Service

- 5.1 We encourage you to use our help email support (support@silver-rocket.com.au) Services for genuine problems with your Service. We will use reasonable efforts to rectify the problem as soon as possible.

6. Indemnity and limitation of liability

- 6.1 You must indemnify us against any loss, damage, liability, expense, cost or charge arising from or incurred in connection with:
 - (a) any fault in the Service due to your negligence or wilful misuse, or any unauthorised use of the Service;
 - (b) breach by you of the Acceptable Use Policy.

- 6.2 Silver Rocket Creative Solutions accepts liability for the supply of the Service but only to the extent provided in this clause 6.
- 6.3 Silver Rocket Creative Solutions accepts liability where:
- (a) the Service is not supplied with due care and skill;
 - (b) any materials supplied in connection with the Service are not reasonably fit for the purpose for which they are supplied; and
 - (c) it is otherwise required to do so by the *Trade Practices Act 1974* (Cth).
- 6.4 To the extent (if any) that the Service is not of a kind ordinarily acquired for personal, domestic or household use, Silver Rocket Creative Solutions liability under clause 6.3 is limited to, at Silver Rocket Creative Solutions option:
- (a) resupplying or paying for the costs of having the Services resupplied, if the liability relates to Services.
- 6.5 Except as stated above, Silver Rocket Creative Solutions is not liable in tort (including negligence), contract or otherwise for any damages, including loss of profits, business or anticipated savings or any other indirect or consequential damage.

7. Information

- 7.1 Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account, billing details, information relating to the provision and use of the Service, and information provided by you in connection with this Agreement or the Service.
- 7.2 This information (other than bank account details) may be used:
- (a) to enable us to perform our obligations to you under this Agreement, including to provide the Service;
 - (b) to enable us to ensure that you perform your obligations under this Agreement.
- 7.3 You consent to the collection, use and disclosure of information as set out in this clause 7.

8. Transferring your Service or this Agreement

- 8.1 Your rights under this Agreement belong to you alone. You may not transfer your rights and obligations in respect of the Service or this Agreement without our prior consent.
- 8.2 From time to time, we may need to ask another party to provide some aspect of the Service to you. So we reserve the right to transfer all or any of our rights or

obligations in respect of the Service, or under this Agreement, at any time. If we do so, we will notify you within 30 days of the transfer.

9. Taxes

- 9.1 The charges in the Rate Card may not include all taxes. We ask and you agree to pay us on request any stamp and other duties, fees, taxes (including GST) and charges relating to your purchase of any Equipment, this Agreement or the performance of this Agreement, and any other transaction arising out of this Agreement.
- 9.2 GST may be imposed on a supply we make to you under this Agreement. Unless the consideration payable for the supply is expressed to include GST, you must pay on our demand an additional amount to cover the GST. We will issue a Tax Invoice to you for any supply on which GST is imposed.
- 9.3 In this clause 9, "GST" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

10. General terms

- 10.1 You understand that we do not waive any of our rights under this Agreement merely because we do not exercise them, or there is a delay in our exercising them.
- 10.2 This Agreement is governed by the laws of the Australian State or Territory in which you are connected to the Service.
- 10.3 If we need to notify you of any matters relating to the Agreement we ask, and you agree, that we may use post, fax, or email to the default email address we allocated to you. If we do use email, you will be taken to have received the email if the email leaves our servers, unless we receive evidence to the contrary.