

The Friendly Giant ADSL plans

We are happy to announce our new **flat-rate broadband ADSL** internet services

We are offering three great flat-rate plans: FAST (five times dial-up speed), FASTER (ten times) and FASTEST (thirty times).

NO LONG-TERM CONTRACTS

If you stay with us for six months, there is no disconnection fee.

There is a \$50 Telstra fee for ADSL services stopped within the first six months.

NO DOWNLOAD LIMITS

Each plan allows 20GB of downloads every month at full speed.

After 20GB of downloads, the speed of the connection is 64k until the end of the month.

NO HIDDEN CHARGES

All our fees are shown below

NO CREDIT CARD REQUIRED

We offer pre-paid Internet Access for both dial-up and broadband customers

Payment can be made in person in our office - where we're always happy to see and help you, via cheque in the post or via internet banking direct deposit.

Please note: Pre-paid ADSL broadband must be kept three months in credit

WHAT YOU WILL NEED FOR ADSL BROADBAND

1. A monthly broadband plan

We have three flat-rate plans

2. Payment of the connection fee

There are different Telstra fees for existing ADSL customers and new customers

3. An ADSL modem (and accessories if required)

We sell a range of modems and accessories at discount prices to our ADSL customers

WHAT YOU MAY WANT WITH ADSL BROADBAND

1. Wireless accessories

If you want to connect your desktop or notebook computer wirelessly and do not have wireless capacity in your computer we have a range of add-on cards available at discount prices for our broadband customers.

2. Wireless network set-up service

If you have a wireless network, you should have it set up securely to stop snooping. Current estimates suggest more than 70% of Australian home wireless networks are not secured against hackers. We offer a wireless network set-up service for your protection.

3. Headphones / Microphones / Web cams

Broadband will open up opportunities to make Internet telephone and video calls. We use, recommend and sell these products.

APPLYING FOR ADSL BROADBAND

To start an ADSL broadband account, fill in the application form attached and return it to us via fax, post or in person

It takes about 4-10 days from application to commencement of service - as Telstra must enable ADSL on the line to allow connection

If you have any questions, or are not sure if ADSL is available on your phone line, please let us know. You can e-mail us at support@giant.net.au or call 5332 9556.

MONTHLY FLAT RATE BROADBAND PLANS

FAST PLAN 256/64

\$39.95

256k download / 64k upload

First 20GB of data every month at 256k, over 20GB at 64k

No download charges after 20GB

FASTER PLAN 512/128

\$49.95

512k download / 128k upload

First 20GB of data every month at 512k, over 20GB at 64k

No download charges after 20GB

FASTEST PLAN 1500/256

\$69.95

1500k download / 256k upload

First 20GB of data every month at 1500k, over 20GB at 64k

No download charges after 20GB

ADSL MODEMS - all modems come with one line splitter

D-LINK 502T (II) or equivalent

\$79.00

USB or Ethernet - for one PC

D-LINK 504T (II) or equivalent

\$99.00

4-port Ethernet router - Allows you to connect up to 4 PCs

D-Link G604T (II) or equivalent

\$169.00

4-port Ethernet Router with Wireless - Allows you to connect 4 PCs via Ethernet and up to 253 via wireless

TELSTRA NETWORK CHARGES THAT MAY APPLY

NEW CONNECTION FEE

\$110.00

For customers with no existing ADSL connection

TRANSFER/CHURN FEE

\$35.00

If changing from another ADSL provider to The Friendly Giant

EARLY EXIT FEE

\$50.00

If cancelling within six months

CHANGING PLAN FEE

\$45.00

If changing between plans

TELSTRA SUPPORT FEE

\$55.00

Telstra charges this amount if customers call them for ADSL support

If you call The Friendly Giant for help, there is no charge

ADSL AND BROADBAND ACCESSORIES (Special prices with ADSL connection)

Extra line filters

\$15.00

One filter is required per phone point to allow phone to be used—one line filter/splitter is supplied with each modem

Ethernet PCI expansion card (includes installation)

\$39.00

Ethernet (network) card for computers that do not already have an ethernet port built-in

Desktop wireless PCI expansion card (includes installation and configuration)

\$59.00

Wireless card for desktop computers that need to use wireless but do not already have a wireless adaptor built-in

Notebook wireless PCMCIA expansion card (includes installation and configuration)

\$49.00

Wireless card for notebook computers that need to use wireless but do not already have a wireless adaptor built-in

The Friendly Giant Broadband ADSL Terms & Conditions

The Friendly Giant Terms and Conditions are revised from time to time – customers should check The Friendly Giant web site at <http://www.giant.net.au> for the latest version, or contact our office to request a current copy. By applying for the ADSL Service and if accepted by The Friendly Giant, the end-user (hereafter referred to as "you") is entitled to access the Internet via the Service provided by The Friendly Giant and you agree to be bound by The Friendly Giant Terms and Conditions including the Acceptable Use Policy. The Friendly Giant does not warrant that your access to the Internet will be uninterrupted or error free.

1. Provision of Service

1.1 The ADSL service provided by The Friendly Giant is an end to end service connecting a suitable Telstra analog copper service, via ADSL protocols, to The Friendly Giant, and thereby to the Internet.

1.2 ADSL is only available as an overlay on an existing, operational, telephone service using the Telstra copper local loop. ADSL services will be terminated if the telephone service on the same physical line is terminated for any reason.

1.3 The setup and monthly recurring charges are for the provision of the access and the data. They do not include hardware, or costs for hardware, related to the purchase, maintenance, repair, or insurance, of ADSL termination equipment on the customer's site. Such equipment is purchased, maintained and operated by you, and remains your property beyond the termination of any Internet access agreement with The Friendly Giant.

1.4 You may only connect ADSL equipment to the Telstra line used for the service under the following conditions:

1.4.1 The equipment to be connected is approved for connection to the network, and specifically is listed on The Friendly Giant's ADSL products web page at the time that the service is ordered.

1.4.2 All telephony equipment on your line at the same time as the ADSL device will be isolated from ADSL interference by installation of an ADSL line filter or splitter.

1.5 Any transmission speeds referred to by The Friendly Giant for ADSL services refer to the maximum theoretical throughput speed achievable with the service under ideal conditions. You acknowledge that the actual achieved speeds may be lower than the theoretical speeds for a variety of reasons.

These reasons include, but are not limited to:

1.5.1 Telstra network congestion;

1.5.2 Telstra line interference;

1.5.3 Internet congestion;

1.5.4 Errors in configuration of customer equipment;

1.6 The service may be unavailable on some Telstra lines due to the presence of 'technology blockers' such as matching transformers or 'pair gain' systems. Services may be unavailable on such lines.

1.7 At Telstra's discretion, the service may be withdrawn (by Telstra) due to 'network modernisation' which may lead to the removal of a continuous copper path between the exchange DSL access equipment and your premises.

1.8 Certain additional Telstra services active on the telephone line may preclude the installation or operation of ADSL until or unless those services are removed from the line.

1.9 Telstra may withdraw the service without explanation upon the delivery of three months notice to The Friendly Giant, and in such circumstances The Friendly Giant may need to cancel the ADSL service.

1.10 Tools provided by The Friendly Giant and used to indicate service availability are a guide only and must not be relied upon as a commitment to provide service to a particular physical location.

1.11 Due to limitations placed upon The Friendly Giant by Telstra, the service is not guaranteed to work, and there is no timeframe guarantee for the restoration of a service should it fail.

1.12 Other limitations and conditions placed upon The Friendly Giant by Telstra require that you acknowledge that The Friendly Giant can only supply ADSL services over what Telstra define as a "Qualified Pair", where Telstra supplies operational standard telephone services over the same Qualified Pair, and accordingly:

1.12.1 You warrant to The Friendly Giant that you as the End User to whom The Friendly Giant provides services using an ADSL service over a Qualified Pair are the same End User to whom Telstra supplies a standard telephone service using that Qualified Pair;

1.12.2 The Friendly Giant will only provide the ADSL service to you for so long as you continue to acquire that standard telephone service from Telstra using that Qualified Pair;

1.12.3 Where you cease to acquire a standard telephone service from Telstra using that Qualified Pair, The Friendly Giant has the right to terminate the provision of the ADSL services over that Qualified Pair.

1.13 Telstra imposes the following limitations upon the service in its contractual arrangement with The Friendly Giant and its agents and requires us to impose these limitations upon its customers. You release and indemnify both Telstra and The Friendly Giant from all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of an ADSL service):

1.13.1 Disruption in the delivery of telephone services;

1.13.2 Cancellation of the ADSL service for any reason;

1.13.3 Suspension of the provision of the service to particular Internet Protocol (IP) addresses;

1.13.4 Cancellation of, or refusal by Telstra to provide, services deemed by Telstra to be incompatible with the provision of ADSL on the analog line;

1.13.5 Possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect to these issues.

Your Obligations

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

2.12 You will allow Telstra or The Friendly Giant (as applicable) safe access to the customer premises if required in order to inspect or test a facility that may be causing interference or danger, and as required by Telstra or The Friendly Giant (as applicable) in connection with the provision, maintenance and repair of the service or any related facility.

2.13 You will ensure that Telstra or The Friendly Giant (as applicable) is provided with sufficient and timely access to the customer premises to enable Telstra or The Friendly Giant (as applicable) to provide the service.

2.14 You will permit Telstra or The Friendly Giant (as applicable) to modify any facility or Telstra Equipment to avoid danger if requested by Telstra or The Friendly Giant (as applicable).

2.15 You acknowledge that the installation of an ADSL service may cause temporary disruption in your standard telephone services.

2.16 You acknowledge that the prior existence of, or the subsequent installation of a monitoring service may cause temporary disruption in your ADSL service.

2.16.1 You further acknowledge that the installation of equipment such as central splitters and network termination devices may be required in such circumstances and that the cost of such devices and their installation will rest with you.

2.17 You acknowledge that the availability or performance of the service and components of the service may vary, and an individual service may not be provided, depending on the available capacity of, the geographic location and technical capability of, or other technical matters affecting, the relevant Telstra networks at the time at which a request for service is made or the time at which a service is delivered.

2.18 If you do not own control or have access to the premises in which the service is delivered, you must:

2.18.1 Procure for Telstra or The Friendly Giant (as applicable) all such access to the premises as may be required by Telstra or The Friendly Giant (as applicable).

2.18.2 Indemnify Telstra or The Friendly Giant (as applicable) against a claim by the owner or occupier of the service premises, or any other person, in relation to Telstra's or The Friendly Giant's (as applicable) entry onto those premises.

2.19 You will direct all service and performance queries related to the service to The Friendly Giant, and not to Telstra. Calls regarding the ADSL service made to Telstra will incur a \$55 penalty charge from Telstra to The Friendly Giant, which The Friendly Giant shall pass on to you and which you agree to pay.

2.20 Early termination of an account (prior to 6 months from account commencement) incurs a charge of \$50.

2.21 ADSL is not a portable service. Your ADSL service will be automatically cancelled by Telstra if any of the following occur:

· Your telephone account is cancelled.

· You move to another location (even when keeping your existing telephone number)

· You order a Telstra service that is not compatible with ADSL, on your ADSL-enabled telephone line

If any of the above changes occur and you wish to continue subscribing to ADSL, you must reapply for a new ADSL service. This will incur a setup fee of \$110. The Friendly Giant recommends you contact us at your earliest convenience before making any of the above changes to your ADSL-enabled telephone line.

THE FRIENDLY GIANT PTY LTD

ACN 077 546 626 ABN 55 077 546 626

Date: 25th July 2006

The Friendly Giant Acceptable Use Policy

If you use any of our Internet Services, you must comply with the Acceptable Use Policy.

If you fail to comply, THE FRIENDLY GIANT may suspend or terminate your use of the Service. The Acceptable Use Policy is designed to ensure that your use of the Service does not break any laws or interfere with the rights of other THE FRIENDLY GIANT customers. A copy of this policy can be obtained from THE FRIENDLY GIANT's web site. THE FRIENDLY GIANT may change this Policy from time to time. You must check the policy on THE FRIENDLY GIANT's web site regularly to ensure that you are aware of your obligations:

1. Age Restrictions

You must be over 18 years of age to have an account with THE FRIENDLY GIANT. If you are under the age of 18 years, you must have the consent of your parent, teacher or other responsible adult before you can have an account with THE FRIENDLY GIANT. THE FRIENDLY GIANT may still refuse your application for the Service. THE FRIENDLY GIANT has total discretion in this matter.

2. Parental Guidance – Children

THE FRIENDLY GIANT strongly recommends that you seek guidance from the following site: <http://www.iaa.net.au/guideuser.html> to assist in the supervising and controlling of children's access to Internet content. The site will also explain to your right to make a complaint to the Australian Broadcasting Authority about online content. THE FRIENDLY GIANT also recommends that you install an approved Filter or Internet Security software package. You are solely responsible for the cost, maintenance and support of any such software you choose to install.

3. Commercial Content Provider

THE FRIENDLY GIANT strongly recommends that you seek guidance from the following site: <http://www.iaa.net.au/guideuser.html> in relation to using appropriate labelling systems as well as your legal obligations in regard to the content you publish.

4. You must not use the Service to obtain or attempt to obtain unauthorised access to any computer, system or network.

If you do not have permission, you must not: • access or use any data, systems or networks; • probe, scan or test the vulnerability of a system or network; • breach any security or authentication measures for a system or network; or • attempt to gain access to the account of any other user. It is a criminal offence to unlawfully access or damage data in a computer, system or network.

5. You must not use the Service in a manner, which interferes with the rights of other users.

In particular you must not: • monitor (or attempt to monitor) data or traffic on any network or system without permission of the owner of the network or system; • forge any TCP-IP packet header, any part of the header information or an email source address in an email or newsgroup posting; • provide false user information to THE FRIENDLY GIANT or other users; • send large amounts of unsolicited or unwanted email to others and/or their business accounts; • gain access to a person's private information (or attempt to do so); • disobey the rules of any newsgroup, forum, email mailing list or other similar group; or • post the same or similar messages to one or more newsgroups (including by excessive cross-posting or

multiple-posting, also known as 'spam'). If You do not want to receive unsolicited email or promotional material THE FRIENDLY GIANT strongly recommends that You seek guidance from the following site:

<http://www.iaa.net.au/guideuser.html>

6. You must not use the Service in a manner, which may interfere with the technical operation of the Service or any other computer, system or network. You must not attempt to interfere with the regular workings of THE FRIENDLY GIANT's systems or network connections. THE FRIENDLY GIANT may override any attempt by you to specify a particular traffic routing pattern. You must not impair (or attempt to impair) the ability of other people to use THE FRIENDLY GIANT's systems or the Internet. In particular you must not use the Service to disable (or attempt to disable) other systems. You must not use IRC bots or clonebots on the Service, whether on IRC servers controlled by THE FRIENDLY GIANT or other parties. An IRC bot is a program that runs and is connected to an IRC server 24 hours a day, automatically performing certain actions.

7. In using the Service you must at all time conduct yourself in a responsible and considerate manner. In particular you must not break any laws or infringe the rights of other persons. For example, you must not: • distribute or make available any abusive, obscene, defamatory, personally offensive or pornographic material including any material which would be classified R or X (or refused classification) by the Classification Board; or • copy any material if you do not have the owner's permission to do so.

8. To detect and deal with breaches of the Acceptable Use Policy, THE FRIENDLY GIANT may take the following actions:

- THE FRIENDLY GIANT will co-operate with other Internet Service providers to control unacceptable user behaviour.
- THE FRIENDLY GIANT may give details of users who are suspected of breaking any laws in connection with the Service to the police and to other law enforcement agencies.
- THE FRIENDLY GIANT may implement technical mechanisms to prevent behaviour, which breaches this Policy (for example, which block multiple postings before they are forwarded to their intended recipients).
- THE FRIENDLY GIANT may exercise any rights it has under its contract with you if your account is being used in breach of this Policy. Such rights include the right to suspend or terminate the customer's use of the Service.
- THE FRIENDLY GIANT may take any other action it deems appropriate, including taking action against offenders to recover the costs and expenses of identifying them.

This policy is dated: 25th of July, 2006