

COUNSEL'S CHAMBERS NETWORK PTY LIMITED

A.C.N. 066 513 602

When replying please quote

APPLICATION TO OPEN PORTS THROUGH THE FIREWALL

Only outbound data connections will be permitted. This application is subject to the external connection policy (copy attached) and approval by the Board of Directors of Counsel's Chambers Network Pty Limited ("CCN").

NAME: _____

EMAIL ADDRESS: _____

CHAMBERS: _____

TYPE OF SERVICE REQUESTED: _____

(eg. Realtime Transcript, VPN to solicitor's firm, etc.)

NAME OF SERVICE: _____

(eg. E.law, Livenote etc)

IP ADDRESS OF REMOTE SYSTEM: _____

TCP PORTS: _____

UDP PORTS: _____

By signing below you:

- Indemnify CCN for any loss or damage caused by malicious activity;
- Indemnify Your Floor Members for any loss or damage caused by malicious activity;
- Agree to keep your virus definitions up to date and run frequent virus scans;
- Agree to promptly apply security patches to your software and operating system;
- Acknowledge that connections will be removed after 14 days of inactivity without further notice; and,
- Agree to the attached External Connection Policy of CCN and the terms of the attached Acceptable Use Policy, namely, those policies in force from time to time (or at the last time before such policy is wholly abandoned) utilised by Telstra Bigpond Broadband data service as applicable to the data service provided by CCN and a copy of such policy and terms as at 16 March 2006 are attached and marked "A".

When the Applicant and the Floor sign this Application to Open Ports through the Network Firewall that indemnifies your floor members and CCL you are acknowledging that potential security risks to your floor will be created and are aware that open ports are not secured by the high level security otherwise offered on the CCL Network. Further, you are aware that damage may be caused from malicious activity, such as through malicious software (viruses, trojans and spyware) or through active attacks such as session hijacking or Denial of Service attacks, to both the computer of the applicant, the computers of other floor members and, possibly, the CCN Network.

Floor Secretary:

Signature: _____ **Date:** _____

(Floor secretary to sign on behalf of the Floor granting permission for the port to be opened.)

Applicant:

Signature: _____ **Date:** _____

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“A”

Telstra Big Pond Advance

Acceptable Use Policy

As of 16 March 2006

Published as at 16 March 2006 at:

<http://www.bigpond.com/internet-plans/broadband/adsl/acceptableuse/>

BIGPOND BROADBAND

BIGPOND WIRELESS BROADBAND, CABLE, ADSL AND SATELLITE ACCEPTABLE USE POLICY

1. Introduction

1.1 If you have an agreement with Telstra for a service ("Service") that includes or incorporates this Acceptable Use Policy ("AUP"), you must comply with this AUP when you use that Service.

1.2 A reference to "you" in this AUP includes a reference to your officers, employees, contractors, agents and anyone else (other than Telstra or its representatives) who uses the Service.

2. What you cannot use the Service for

2.1 You must not use the Service, attempt to use the Service or allow the Service to be used in any way:

Breach of law

(a) which results in you or Telstra breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;

Damage to property or people

(b) which results, or could result, in damage to property or injury to any person;

(c) to harass, menace or stalk people;

Protection of minors

(d) which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

Discrimination

(e) which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;

Obscene, defamatory, offensive, abusive

(f) to send, display, access, make available, publish, distribute or be otherwise involved in material which is obscene, defamatory or is, or would be regarded by Telstra, acting reasonably, as, in all the circumstances, offensive;

(g) which is, or which would be considered by a reasonable person to be, offensive or abusive;

Illegal business practices and gambling

(h) to engage in any misleading or deceptive business or marketing practice;

(i) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

The rights of others

(j) which infringes Telstra's or any other person's rights (including intellectual property rights and moral rights);

(k) which constitutes a misuse of Telstra's or any other person's confidential information;
or

(l) which results in a breach by you of any obligation that you owe to any person.

3 What you cannot use the Service to do

3.1 You are not authorised to access Telstra's computer systems or networks for any purpose other than to use the Service in accordance with this AUP and your agreement with Telstra for supply of the Service.

3.2 You must not:

Interfering with services and systems

(a) interfere with the proper operation of the Service or any other part of Telstra's network or systems; or

*Newsgroups, forums and chatrooms *

(b) use the Service to contribute to, or participate in, a Newsgroup, forum or chat room in a way that has an adverse effect on the proper operation of those Newsgroups, forums and chat rooms.

3.3 You must not use the Service, attempt to use the Service or allow the Service to be used:

SPAM and USENET SPAM

(a) to send, cause the sending of or otherwise be involved in the sending of, SPAM or USENET SPAM; SPAM means

(i) unsolicited commercial electronic messages as defined in the Spam Act 2003 (Cth) sent in breach of the Spam Act; or

(ii) Bulk electronic messages of any kind (including email, fax, SMS and ICQ messages). A bulk electronic message is when you send over 20 electronic messages or an electronic message to over 20 recipients during a period of 10 consecutive minutes.

USENET SPAM means Excessive electronic Newsgroup messages. Excessive means posting the same or substantially the same message ("Message") to one or more Newsgroups resulting in a Breidbart Index of 20 or more. A Breidbart Index is calculated by multiplying the number of Messages by the square root of the number of Newsgroups that they are posted to over a consecutive 45 day period.

Virus, denial of service attacks

(b) in connection with any program (including a virus, Trojan horse, worm, cancelbot or time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Telstra's or anyone else's);

Open relay and port probing

(c) to access or use Telstra's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;

Spoofing

(d) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or

Usage limits

(e) to manipulate or bypass Telstra's content usage limits by any means including connecting multiple modems to the Service.

3.4 If your Service is a BigPond Satellite service, you must not resell the Service or any of its components or content provided via the Service.

4. Other obligations related to SPAM and USENET SPAM

4.1 You must not benefit from SPAM or USENET SPAM (which includes causing or requesting any of your details to appear in SPAM or USENET SPAM and/or receiving responses to SPAM or USENET SPAM).

4.2 You must not purchase, create, use, distribute, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, SPAM or USENET SPAM.

4.3 If you send Bulk solicited electronic messages, then:

(a) you must include in each message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you ("Opt Out Notice"); and

(b) if you are sent an Opt Out Notice, then you must immediately comply with the notice.

5. Email messages

5.1 We set limits on the size of emails sent to or by you using your BigPond email account, the period for which email messages can be stored on BigPond servers and the maximum disk space that will be allotted on BigPond servers for your Service. These limits are set out in the Plan Table for your chosen plan ("Mail Quota").

5.2 We will delete any electronic mail message sent by you or addressed to you using your BigPond email account if:

- * the size of the mail message addressed to you (including attachments) exceeds your Mail Quota;

- * the size of the mail message sent by you (including attachments) exceeds 10 MB;

- * the total of your undeleted messages (including attachments) exceeds your Mail Quota;

or

- * you have not deleted the message within 180 days of it becoming available to you (whether read or unread). We recommend that you delete emails on a regular basis. Once deleted, the message will not be able to be retrieved.

5.3 You will not send any electronic mail message via SMTP that is sent using a server other than the BigPond SMTP server, unless we otherwise agree with you. Please note this does not restrict your use of email services accessed solely via a web browser such as Hotmail.

5.4 We will delete any electronic mail message in your BigPond email account where the message has been stored in the Deleted or Spam folders 7 days after the message becomes available to you.

5.5 If we delete any electronic mail messages in your BigPond email account under the terms of this agreement we are not required to notify you or the sender of the mail message(s).

5.6 If your Service is cancelled, we may delete any stored or received emails in your BigPond email account after 30 days.

External Connection Policy

Restrictions for Opening Ports on the Counsel's Chambers Network Firewall.

Type	Permit/Deny
Real Time Transcripts	Permit
VPN connection to Solicitors firms etc.	Permit
File Sharing networks (Kazaa, Bit Torrent etc)	Deny
Internet Relay Chat (IRC)	Deny
Video Conferencing	Permit with restrictions
Peer-to-Peer	Deny
Virus Scanner Updates	Permit
Financial Trading Software	Permit

Connections will only be permitted if the user agrees to be responsible for upgrading and applying security patches in a timely manner as soon as they are available. The user should also follow best security practices on their computer to limit the effect of any possible resultant breach of security. Only outbound connections will be permitted.

Dated: 16 March 2006