



DSL SERVICE APPLICATION FORM

CUSTOMER DETAILS:

CUSTOMER NAME: _____

ABN/ACN: _____

SERVICE INSTALLATION ADDRESS:
(No., STREET, CITY, STATE, POST CODE) _____

TELEPHONE NUMBER:
(LINE NUMBER) _____

CONTACT DETAILS:

CO-ORDINATION MANAGER(S)	TELEPHONE	EMAIL
_____	_____	_____
TECHNICAL MANAGER(S)	TELEPHONE	EMAIL
_____	_____	_____
BUILDING ACCESS MANAGER(S)	TELEPHONE	EMAIL
_____	_____	_____

SERVICE SELECTION^{1,4}:

ASYMMETRIC SERVICE² – DOWNSTREAM/UPSTREAM

256kbps/64kbps (P,T) <input type="checkbox"/>	512kbps/128kbps (P,T) <input type="checkbox"/>	1.5Mbps/256kbps (T) <input type="checkbox"/>
2Mbps/384kbps (P) <input type="checkbox"/>	6Mbps/640kbps (P) <input type="checkbox"/>	512kbps/512kbps (T) <input type="checkbox"/>

SYMMETRIC SERVICE^{2,3}

512kbps <input type="checkbox"/>	1Mbps <input type="checkbox"/>	1.5Mbps <input type="checkbox"/>	2Mbps <input type="checkbox"/>
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BUNDLED DATA IN GB (1000MB) – PLEASE CIRCLE

0.5	1	3	5	7	10	15	20	30	40	50	75	100	150	200
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NOTES:

- Minimum 12 month connection to all plans unless agreed otherwise. If you do not maintain connection for 12 continuous months, any unused access, rental and/or support fees will be payable.
- Delivered speeds may vary according to geographic location.
- Subject to distance limitations as regulated by ACIF C559 – ULLS Network Deployment Rules. These service speeds must be pre-qualified with Telstra.
- In the absence of an existing DSL service a new service may be provided.

24hrs SUPPORT:

DO WISH TO UPGRADE FROM BUSINESS HOURS SUPPORT WINDOW TO 24X7 SUPPORT?

No (default)
 Yes (\$50 per month)

SUPPLY OF CUSTOMER PREMISES EQUIPMENT (CPE):

ADSL ROUTER:
(SPECIFY BRAND & MODEL OF ROUTER)

Purchase _____

Rental _____

Other _____

*** OFFICE USE ONLY ***

REQUIRED NUMBER OF:
 DSL splitter _____
 @ \$ _____ each.

SHDSL ROUTER:
(SPECIFY BRAND & MODEL OF ROUTER)

Purchase _____

Other _____

Inline filter _____
 @ \$ _____ each.

CUSTOMER DECLARATION:

MY SIGNATURE INDICATES ACCEPTANCE OF AIC'S GENERAL TERMS AND CONDITIONS (OVERPAGE).

SIGNED BY A
 DULY AUTHORISED
 REPRESENTATIVE
 OF THE CUSTOMER

PRINT NAME:

DATE:

Agreement: General Terms and Conditions

The Australian Internet Company Pty. Ltd. (**AiC, we, us**) has agreed to provide you, and you agree to purchase, the Service as requested in the Service Application Form and in accordance with:

- (a) the General Terms and Conditions (**General Terms**) set out on this page; and
- (b) any other service descriptions and conditions that we agree with you.

The ADSL and/or SHDSL access component of the Service is supplied to us by PowerTel Limited, ABN 69 001 760 103 (**PowerTel**), or Telstra Corporation Limited, ABN 33 051 775 556 (**Telstra**) as a wholesale provider. Optionally, the purchase or rental of a CPE Router is provided by AiC.

In the event of any inconsistency between the General Terms and any other provision of the Agreement, the General Terms will prevail to the extent of that inconsistency.

By signing this agreement, you agree to and acknowledge the following:

1. Minimum Term

The minimum term of your agreement with us is 12 months from the date of your connection or upgrade to the Service, and thereafter will be based on a monthly basis, and termination will require 1 months notice in writing. Failure to complete the minimum term of 12 months will incur a penalty charge of all services ordered, for the remaining balance of the minimum 12 month period (eg. rental of CPE router, access fee).

2. General Conditions of Service

- (i) AiC does not supply a standard telephone service with the ADSL/SHDSL access component and as such the Service is not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority and it may be necessary to terminate the Service if you request another carrier to provide a standard telephone service after the date of this Agreement;
- (ii) where we contract with PowerTel/Telstra for the provision of the Service we may provide name, address, telephone number and other information provided by you (**Customer Information**) to them, its suppliers and its nominees for the purpose of fulfilling such contracts, including those related to the sale or rental of a CPE Router where applicable.
- (iii) PowerTel/Telstra may, at its discretion, provide the Service by using either:
 - a) an existing or new Unbundled Local Loop Service (**ULLS**); or
 - b) an existing or new access line which supplies a standard telephone service; or
 - c) provided by Telstra or a reseller of Telstra, depending on the technical and operational requirements of the particular Service.
- (iv) in the case of clause 2(iii)(b) above:
 - a) that you are the customer of Telstra or a reseller of Telstra in respect of the standard telephone service;
 - b) that PowerTel/Telstra can only provide the service whilst you remain a customer of Telstra or a reseller for the standard telephone service;
 - c) that PowerTel/Telstra will terminate the service if you cease to be a customer of Telstra or a reseller of Telstra;
 - d) that the installation and operation of the service may cause temporary disruption to the standard telephone service or any other service received by you, and you will notify relevant third parties of the potential for disruption; and
 - e) that certain incompatible products will not be supplied to you by Telstra or a reseller of Telstra.
- (v) that Telstra be provided sufficient and timely access to your premises to inspect or test equipment which may be causing interference or danger or in connection with the provisioning, maintenance, repair or other obligations Telstra may have in respect of the Service;
- (vi) that you must not interfere with the normal operation of the Service or make it unsafe;
- (vii) that PowerTel is not liable to you in relation to any Services or delay or failure in providing any Services;
- (viii) Customer Information provided by you may, with our consent, be used by PowerTel/Telstra for the purposes of or connected with a carrier or carriage service provider continuing to provide a DSL service to you which is similar to the Service;
- (ix) We are acting as your authorised agent or representative in our dealings with PowerTel/Telstra insofar as this is required to comply with industry codes and practices for the provision of the Service;
- (x) that it is your responsibility to maintain the wiring and cabling within your premises and if we are required to check your cabling a fee will apply;
- (xi) that monthly data usage on PowerTel services is calculated on a daily basis, where the greater of the daily Uploads or Downloads is counted towards the monthly usage total;
- (xii) that monthly data usage on Telstra services is calculated on a monthly basis, based on the weekly figures provided to AiC from Telstra; and
- (xiii) that AiC does not guarantee the accuracy of the data usage figures provided by PowerTel/Telstra and reserve the right to amend usage data figures when advised by PowerTel/Telstra.

3. Provisions relating to supply of a CPE Router (if applicable)

If you are sold or supplied with a CPE Router by us, you acknowledge and agree that:

- (i) the sale or lease (as applicable) of the CPE Router is on the terms and conditions of this Agreement;
- (ii) we will arrange for the CPE Router to be delivered, installed and configured at the premises specified in the Service Application Form;
- (iii) in relation to the Open501R or Open531R CPE Routers (and any subsequent releases or versions of these CPE Routers) sold or supplied by AiC you are granted a non-exclusive, revocable, non-transferable licence to use the software installed on the CPE Router for the sole purpose of receiving the Service;
- (iv) if you rent the CPE Router from us then:
 - a) your possession and use of the CPE Router is subject to the title and other rights of AiC and our suppliers (eg. Cisco Systems Capital (Australia) Pty Ltd) and you have no legal or other interest in the CPE Router other than under this Agreement;
 - b) you grant AiC, its supplier and its nominees an irrevocable licence to access the premises where the CPE Router is situated to inspect, repair, modify and/or remove the CPE Router during the term of this Agreement and to disconnect and remove the CPE Router on the expiration or termination of this

Agreement, or on default by us under any agreement between us and PowerTel or on the expiration or termination of any agreement necessary for us to provide the Service or the CPE Router, whether or not we are a party to that agreement;

- c) you will not remove the CPE Router from your premises without the prior consent of AiC;
- d) you will not remove any nameplate identifying the CPE Router as the property of any third party or make any alterations or additions to the CPE Router;
- e) you will not sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, bail or otherwise dispose of the CPE Router without the prior written consent of AiC. If any person seizes or attempts to seize the CPE Router, you will notify AiC and you will notify that person of the title and other rights of PowerTel and its supplier concerning the CPE Router;
- f) if the CPE Router is no longer able to be used, is not operating or is lost, destroyed or damaged while on your premises, you will notify AiC. We may require you to reimburse us for the reasonable cost of replacement or repair. If the CPE Router is not in your possession, you will do everything you can to assist us to locate the CPE Router; and
- g) you must immediately return the CPE Router to AiC upon the expiry or termination of this Agreement for any reason.
- (v) if you purchase the CPE Router from us then:
 - a) the charges for the CPE Router will be included as part of the fees applicable to the Service and will be subject to the payment terms that apply to you;
 - b) title in the CPE Router remains with us until we have been paid in full the charges for the CPE Router;
 - c) risk in the CPE Router passes to you upon delivery at your premises; and
 - d) if the CPE Router is no longer able to be used, is not operating or is lost, destroyed or damaged while on your premises, you will notify AiC;
- (vi) you will ensure that the CPE Router is operated and housed in an environment which meets the manufacturer's requirements and will not affix the CPE Router to any real property; and
- (vii) you will use the CPE Router for ordinary business purposes only. You will not use the CPE Router for any illegal or unlawful purpose which may result in its confiscation or seizure or to supply the Service or similar services to third parties.

4. Use of the Service

You agree to comply with the PowerTel/Telstra Acceptable Use Policy (see <http://www.powertel.com.au/> or <http://www.bigpond.com/broadband/access/ads/>) which is summarised as follows:

- (i) not to knowingly send e-mail that may destroy or damage an e-mail recipient's computer;
- (ii) not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;
- (iii) not to reveal confidential information about PowerTel/Telstra and/or its suppliers which may result in unauthorised usage of the Services by a third party, except where you are required by law to disclose such information;
- (iv) not to knowingly transmit information which contains viruses or other harmful components;
- (v) not to interfere, damage or destroy computer systems operations of the Services including disobeying any requirements, procedures, policies or regulations of PowerTel/Telstra, other users and/or third parties; and
- (vi) not to knowingly store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.

5. Standard Form of Agreement (SFOA) & Terms and Conditions (TC)

PowerTel's SFOA and Telstra's TC also apply to this agreement. Where an inconsistency arises, clauses in PowerTel's SFOA and Telstra's TC take precedence over clauses in the General Terms.

We reserve the right to terminate or suspend the Service in the event of a breach of this agreement.

Signed by a duly authorised representative of:

Company Name: _____

Signature: _____

Print Name: _____ Date: _____

Signed by a duly authorised representative of AiC:



Signature: _____

Print Name: _____ Date: _____