

## 3G Mobile Broadband No Lock-in Contract

### Contact & Address Details

Billing Name:		DOB	
Postal Address:			
Town:		State:	
		Postcode:	
Service Address:			
Town:		State	
		Postcode	
Contact Phone:		Mobile:	
Contact E-Mail:			

### Plan Details & Monthly Pricing

	Data	Bundled	Standalone
	1 Gig	\$ 19.95	\$ 24.95
	2 Gig	\$ 24.95	\$ 34.95
	3 Gig	\$ 34.95	\$ 44.95
	6 Gig	\$ 49.95	\$ 59.95

Excess data	
<input type="checkbox"/>	Stop my connection when I reach my data limit.
<input type="checkbox"/>	I will pay 5 cents per MB for excess data.

**Do you have a current Aussie Broadband connection**      **Yes / No**  
 To qualify for the above bundled prices you need to have a current Aussie Broadband connection.

### Installation Cost

	Standard Installation including USB 3G Mobile Broadband modem <b>\$ 149.00</b>
	BYO Compatible modem <b>\$ 15.00</b>
	Additional Antenna & Patch Lead <b>\$ 30.00</b>

### 14 Day Coverage Satisfaction Guarantee:

If you are not able to use this service in the primary location you intend to use it, simply return the modem and its packaging to us in its original condition within 14 days and we will refund your setup & access fees, less any data used.

### IMPORTANT INFORMATION - In the first month:

Aussie's Mobile Broadband service works on calendar months for usage, so your usage will reset on the 1st of each month. In the first month you will receive a pro-rata monthly fee and also pro-rata usage. For example if you were on the 1 Gig \$24.95 per month plan and signed up on the 15th of the month, your first months fee would be \$12.47 and you would have 500 meg to use between the 15th and 30th of the Month. For existing customers your billing will be aligned with your existing monthly invoice, however the usage period will still be 1<sup>st</sup> to 31<sup>st</sup> of the month. The prorata fee will be aligned to your existing billing cycle.

### Things you should know:

Both uploaded and downloaded data counts towards your included quota. Downloading and Uploading happens whenever you browse web pages, send and receive emails and perform any tasks on the Internet. Once you reach your data limit, by default your service will be suspended rather than you incurring excess usage charges.

You may also choose to accept excess usage charges and your service will not be suspended once your data limit is reached. Excess data is charged at 5c per megabyte.

This service uses the Optus 3G mobile network. Coverage is not available in all areas, and this service will only work in areas in Australia that Optus has 3G mobile network coverage. For full details on coverage click here <http://www2.optus.com.au> There is currently no coverage in Tasmania or Northern Territory. Speeds will vary depending on a number of factors including your distance from the tower, network congestion, signal strength and network coverage.



**RETURN THIS PAGE**

**E-Mail Addresses**

If you are a new customer please indicate your required email addresses below, including a password.  
 If you have a current email with Aussie, Wideband or Westvic please leave blank.  
 If it is not available we will notify you. You may have up to 5 email addresses registered against your account.

E-Mail Address		Password
Address 1		@ aussiebroadband.com.au

**Authorisation & Agreement**

I attest that, to the best of my knowledge:

- the personal information I have provided is true and accurate; and

I agree to:

I hereby authorise Aussie Broadband to charge all monthly access and any other fees to my credit card or bank account, and to continue to do so in accordance with the terms and conditions until notified by the account holder. Monthly invoicing will occur on the 1<sup>st</sup> of each month. By submitting this application I agree to the terms and conditions attached with this application and updated from time to time on the Aussie Broadband website <http://www.aussiebroadband.com.au>

**Signed by the account holder** .....

**Please Note:** Should you wish your spouse, partner, family member or other person to have the ability to be able to have access and change details related to your account they need to be detailed here. Note: these persons will have authority to change any parameter related to your account including monthly charges, delete user details etc for which you will be directly responsible if they are noted in the below section. As the primary authorised person you may add or delete other authorised users upon request to Aussie Broadband.

**Other authorised Contacts: Name:**  
**Name:**

First	Last

DOB



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# CREDIT CARD REQUEST

<b>Payment Methods: - Aussie Broadband</b>	
<b>Only accepts payment via a Credit/Debit Card or Direct Debit from an Australian Bank Account</b>	
<b>Credit Card:</b>	<b>Visa or MasterCard (We can't accept ATM Only Cards)</b>
Card Number:	_____
Expiry Date:	_____
Name on Card:	_____

Name.....

Signature.....

Date:.....



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Only if you will be paying by Direct Debit

# DIRECT DEBIT REQUEST

Name of Customer(s) giving the DDR

**Customers Authority**

I/We

Of Address:

**Authorise, Aussie Broadband Pty Ltd**

**To arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic clearing system (BECS). This authorization is to remain in force in accordance with the terms described in the Aussie Broadband Direct Debit Service Agreement.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Details of the** Name of Financial Institution (ie name of bank)

**Account to be**

Savings Account

**Debited**

(All details must be supplied)

Account name (ie. your name or joint name)

Cheque Account

BSB number

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Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Please tick**

I/We request that you debit my/our account in accordance with **Aussie Broadband** Direct Debit Request Service agreement

**I/We authorize the following:**

- Aussie Broadband** to verify the details of the above mentioned account with my/our Financial Institution.
- The Financial Institution to release information allowing **Aussie Broadband** to verify the above mentioned account details.

Signed by the .....

Customer(s) .....

# Direct Debit Request Service Agreement

1. Debiting details:
  - a. The contracted Plan with monthly payments in advance will be debited to the customer's account upon connection with Aussie Broadband Pty Ltd
  - b. An Excess Data Charge if applicable.
  - c. Other charges including VOIP services, Pay TV or other additional services will be debited to the customer's account as per the separate individual contract
2. The Customer will be advised 14 days in advance of any changes to the Credit Card/Direct Debit arrangements.
3. For all matters relating to the Credit Card/Direct Debit arrangements, the Customer will need to:
  - a. Call our customer Information line on 1300 880 905 and/or:
  - b. Visit our office. (Information supplied as above) and/or:
  - c. Email us at [accounts@aussiebroadband.com.au](mailto:accounts@aussiebroadband.com.au) and/or:
  - d. Send written correspondence outlining the request/issue to the above address and:
  - e. Allow 7 working days for the amendments to take effect.

- 3A. The customer should be aware that:
  - a. Direct Debiting through BECS is not available on all accounts; and,
  - b. Account details should be checked against a recent statement from its Financial Institution.

**If you are in any doubt, you should check with your Ledger Financial Institution before completing the drawing authority.**

4. It is your responsibility to ensure sufficient cleared funds are in the nominated debiting account when the payments are to be drawn.
5. If the due date for payment falls on a non-working day or public holiday, the payment will be processed on the next working day. If the Customer is in any doubt, please refer to point 3 for further clarifications.
6. For returned unpaid transactions, the following procedures will apply:
  - a. The Customer will be emailed to advise that the payment has been rejected within 2 working days.
  - b. If no response has been received within a period of 2 working days, the Customer's account will be suspended until the matter has been resolved.

#### Fees and charges:

- a. \$5.50 Returned Unpaid Transaction Fee applies.
  - b. \$11.00 Resumption Fee (If account has been suspended and customer wishes to reopen their account) applies.
  - c. \$5.50 Administration fee for all Credit Card/Direct Debit transactions retried for payment applies.
  - d. Any costs associated with the return of unpaid transaction fees that our bank may charge to Aussie Broadband Ltd, will be charged directly to the Customer.
7. All customer records and account details will be kept private and confidential to be disclosed only at the request of the Customer or Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.
  8. In compliance with the Industry's Direct Debit Claims Process, Aussie Broadband Pty Ltd will assist customer(s) disputing any payment amount drawn on the nominated BSB/Account in The Schedule of this Direct Debit Request. Aussie Broadband Pty Ltd will endeavour to resolve this matter within the Industry agreed timeframes. Customer(s) may visit any branch of their financial institution and complete a "Direct Debit System Claim Request" form to initiate the process.
  9. Customer(s) who wish to cancel this Direct Debit Request must notify Aussie Broadband Pty Ltd in writing no less than 7 days before the next scheduled debit drawing. This request may be directed to Aussie Broadband Pty Ltd or to a customer(s) financial institution.
  10. Aussie Broadband Pty Ltd requests the customer(s) to direct all inquiries, disputes requests for payment changes or cancellations directly to them.

Customer Copy

# Aussie Broadband Pty Ltd

## 3G Mobile Broadband Terms and Conditions V1

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Information regarding this agreement.

**Please read this Agreement carefully.**

The supply of Services under this agreement are provided by Aussie Broadband Pty Ltd ABN: 29 132 090 192, with its offices at 3 Electra Avenue, Morwell, Vic, 3840 (in this agreement referred to as "our", "we", "us" or "Aussie") and in part by our Third Party Suppliers

By applying for 3G Mobile Broadband Internet access and by using our network you have indicated your acceptance of all the terms and conditions referred to in this Agreement.

### Definitions

**"Agreement"** means this agreement for the provision of services by us to you as indicated on the Schedule.

**"Charges"** means the charges payable by you to us pursuant to this agreement including but not limited to, installation, access, usage, Default Fees, interest and consulting fees.

**"Default Fees"** means all charges, cost and expenses we may incur in relation to a breach by you of your obligations to us

**"Schedule"** means the duly completed 3G Mobile Broadband Application Form.

**"Service"** means the supply of 3G Mobile Broadband access as described in this Agreement.

**"GST"** has the same meaning as described in "A New Tax System (Goods and Services Tax) Act 1999 and any related legislation.

**"Service Commencement Date"** means the date that your service is activated by us as advised by us.

**"Application Date"** means the date your application is received by us either by fax or mail.

**"Third Party Supplier"** means a third party supplier used for the provision of services provided under this agreement.

### Term of this agreement

This Agreement commences on the Application Date and will continue until Services are terminated by either party. If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement.

### Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given:-

•For ordinary mail, three days after dispatch by ordinary post.

•For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

### Our Obligations to you

In Accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide you with a Service and to provide the necessary information to access that Service.

Wideband will use its best endeavours to ensure a continuous Service, however this is not guaranteed.

We will take care of any personal information you provide us, in accordance with the Privacy Act 1988 (cth)

While we will use our best endeavours to ensure the data you transfer will be received by the intended destination (including electronic mail) we cannot guarantee that it will reach the intended destination.

We will obtain and hold any necessary licenses required under law. We will not be responsible for training you in the use of this Service.

### Your obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes to this information.

You are responsible for providing and maintaining all necessary equipment for the connection to the Service, computer equipment, network hubs / switches and electricity.

You are required to insure the 3G Mobile USB Modem against loss or damage caused by accident, natural disaster, vandalism and theft.

Aussie's 3G Mobile Broadband service works on calendar months for usage, so your usage will reset on the 1st of each month Your credit card or bank account will be debited within 7 days of the date of the invoice. You monthly fee is billed in advance and any applicable excess usage charges are billed in arrears. Any applicable connection fees and additional hardware will be billed on your first invoice.

You agree that should your connection be suspended by us for failure to meet the agreed payment schedule that you will be liable for all costs incurred by us as a result of the collection of outstanding monies including interest at the rate prescribed by the Supreme Court Act plus 2% calculated daily and compounded monthly. We may terminate your connection for continued failure to meet payment schedule or payment of outstanding monies.

You agree that should your connection be terminated by us for failure to meet the agreed payment schedule that you will be liable for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies including interest at the rate prescribed by the Supreme Court Act plus 2% calculated daily and compounded monthly.

You will indemnify us and any Third Party Suppliers in respect of all costs, damages, loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.

You agree that we may use Third Party Suppliers for the provision of this Service. You agree that you will not contact any of our Third Party Suppliers for any reason in relation to this service.

You acknowledge that if you do contact one of our Third Party Suppliers that you will be liable for all costs imposed on us by our Third Party Supplier.

You must pay for the Service, and acknowledge that our payment terms are 7 days, should your credit card or bank account not be able to be debited or if payment is not received for any reason, you will be considered in default.

This service is for your use only, and reselling of bandwidth or services directly related to this connection is strictly forbidden.

### Service Description

Speeds will vary depending on a number of factors including your distance from the tower, network congestion, signal strength and network coverage.

Coverage is not available in all areas. Aussie Broadband does not have any control over the contention of the Optus 3G Network.

Speeds will typically range between 512K and 1500K however will vary based on Signal strength and network congestion.

### Universal Coverage

This service uses the Optus 3G mobile network. Coverage is not available in all areas, and this service will only work in areas in Australia that Optus has 3G mobile network coverage. Currently no coverage existing in NT or Tasmania

### Interference with the Service

You agree that you will:

- Not interfere with normal operation of the service or any facility, or make either unsafe.
- Allow us or any of our Third Party Suppliers safe access to your premises if required.
- Ensure that we or our Third Party Suppliers are provided with sufficient and timely access to the premises to enable us to provide the service.
- If you do not have control or have access to the premises in with the service is delivered, you must:
  - procure for us or our Third Party Suppliers all such access to the premises as may be required.
  - Indemnify us and our Third Party Suppliers against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises.

### Acceptable Use Policy

You agree not to use your access for illegal purposes and to conduct yourself in a responsible and considerate manner, and acknowledge that cracking, hacking, crashing, spamming, transmission or storage of copyright infringing or any data which would contravene Australian laws relating to the production and distribution of pornographic material or distribution of viruses is forbidden, as is unauthorised access to system areas and information on our network or any systems connected to our network. Any Act which would contravene Australian Law is prohibited on our network.

You agree to accept total responsibility for the content of files owned by you and stored on our network, and also accept total responsibility for any data transferred or caused to be transferred across our network to your service.

You agree that you will not send unsolicited bulk commercial e-mail via any method.

You acknowledge that we do not edit, control, or store the content and form of any information or data accessed through the Service.

You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access to the Service, and you agree not to disclose this to any other person.

You must notify us immediately if your username and/or password are lost or you think that someone may be using them. You will be responsible and liable for any unauthorized use of the Service.

You acknowledge that your downloaded and uploaded data counts towards usage. Downloading and Uploading data occurs when you access web pages, send and receive

email, and upload and download files. All access to any service on the internet incurs Uploads and Downloads. .

Once your data limit has been reached your connection will either be suspended with no additional data charges, or you may elect to keep your connection at full speed and pay an additional usage fee which will not be greater than 5 cents per megabyte.

### Technical Support

Our Service includes free technical support for the installation, commissioning, of the Service. This support is only provided by E-mail, Telephone and via our website.

You are able to log a fault 24 hours a day, 7 days a week via our phone messaging system by calling our support number 1300 880 905 – Cost of a local call (mobiles may be higher)

Manned Helpdesk hours are currently 8am to 8:30pm Monday to Friday and 10am to 4pm Weekends and Public Holidays.

On Site visits are available for an additional fee.

### Warranty on Hardware

We will provide a 12 month manufacturer's warranty on the 3G Mobile Broadband USB modem.

### IP Address Space

You agree that the IP addresses assigned under this agreement remain the property of us or our Third Party Suppliers and that IP addresses may change from time to time.

### Governing Law

The agreement will be governed by and construed in accordance with the law of the state of Victoria.

### Assignment

We may assign any or all of the rights and obligations on its part contained herein.

### Information

You authorise us to make enquires as to your credit rating at any time and to report any delinquencies and any other information concerning you.

### Amendment

We may amend this agreement from time to time .We will provide 20 working days written notice to you of any approved changes. The amendment will take effect unless you notify us in writing of your objection and cancellation.

### Force Majeure

Neither party will be liable to the other for any failure to deliver our services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to: lightning, exceptionally severe weather, fire, explosion, war, industrial disputes, government action or regulation or national or local emergency. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.