

# BTC Broadband DSL

## Service Application Form

**User ID** (your access login; in lowercase, no more than 30 characters & no punctuation): \_\_\_\_\_

**Organisation Information:**

Organisation Name: \_\_\_\_\_ ABN: \_\_\_\_\_  
 Business Name (if any): \_\_\_\_\_ State: \_\_\_\_\_ ARBN: \_\_\_\_\_  
 Contact: Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 Initial Password: \_\_\_\_\_ (Case sensitive; you can modify it from "Customer Service" page to protect your security)

**Installation Information:**

RequestXpress Service (A new ULLS provided): Down/Up: \_\_\_\_ K / \_\_\_\_ K  ADSL or  SHDSL  
 Router: Model: \_\_\_\_\_ Supplied and managed by: \_\_\_\_\_  
 VPN Only: VPN Name: \_\_\_\_\_ Site is Head Office:  Existing RDSL FNN: \_\_\_\_\_  
 DSL Installation Address (please write "same" if the DSL is installed at the address given above):  
 \_\_\_\_\_ Post Code: \_\_\_\_\_  
 For the premises at the DSL Installation Address (Customer Site): (Telephone must be a fix line in the premises.)  
 Access Time Period: \_\_\_\_\_ (eg 8:00 AM to 5:00 PM weekdays) Telephone Number: \_\_\_\_\_  
 Date of application: \_\_\_\_\_ Date of expected installation (please allow 4 to 5 weeks): \_\_\_\_\_

**Contact Information:**

**Co-ordination Contact for installation process:** Name: Jacky Ko \_\_\_\_\_  
 Telephone Number:( ) 1300 881 668 Email Address: support@accsoft.com.au \_\_\_\_\_

**Technical Contact for installation at Customer Site:** Name: \_\_\_\_\_  
 Telephone Number:( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

**Building Contact for accessing Customer Site:** Name: \_\_\_\_\_  
 Telephone Number:( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

**Customer IP Addressing Information:** (Please consult your Network Administrator, or skip this section.)

LAN IP Address and Netmask: \_\_\_\_\_ LAN Gateway IP Address: \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_

Static IP Addresses and TCP Port Numbers Requirement:

IP Address	TCP Port (eg 25)	Traffic Type (eg SMTP)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## BTC Broadband DSL Service Application Form (cont'd)

### Payment Details:

Please skip the following section if submitted through an Accsoft Authorised Reseller.

Paid by: (Please circle one) Online Transfer / Bank Deposit / Cheque / Cash / Amex / Master / Visa [ **Card ID** (Amex only): \_\_\_\_\_ ]

**Card Number:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_ / \_\_\_\_ (MM/YY)

**Card Holder's Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

If you pay by cheque, please pay to **Accsoft Computer Technology Pty Ltd**. If you pay by credit card, a surcharge will apply: 3% for Amex, 2.5% for Master or Visa.

Accsoft Authorised Reseller (if applicable): \_\_\_\_\_

### Service Details:

Initial Term of Contract: \_\_\_\_\_ (Minimum 12 months)

Automatically renewed every month afterwards unless a written notice of termination is received at least 1 month in advance. Invoice will be issued 14 days before the start of the billing month. If payment is not received before the month starts, the service may be suspended without notice at Accsoft's sole discretion. The customer is liable for the invoiced payment even if the service is suspended.

#### Services Required: *Prices are GST inclusive*

- |   |          |
|---|----------|
| <input checked="" type="checkbox"/> BTC ____ K / ____ K ADSL/SHDSL Link with ____ GB traffic \$____/month plus 8.8¢/MB if over..... | \$ _____ |
| <input checked="" type="checkbox"/> Installation of BTC DSL LTS Link (\$176 once off) .....   | \$ _____ |
| <input type="checkbox"/> On-site Service Surcharge (\$264 once off) .....   | \$ _____ |
| <input type="checkbox"/> Router Emergency Replacement and Management Fee \$5.5/month.....   | \$ _____ |
| <input type="checkbox"/> Others (please specify) _____  | \$ _____ |

**TOTAL Initial Payment.....** \$                     

**Total Cost of Contract excluding excessive usage (Official Use) .....** \$ \_\_\_\_\_

**Please read and sign the Customer Agreement and Terms and Conditions attached.**

*I have read the Terms and Conditions and agree to accept them*

**Signature:**

X

**Name:**

\_\_\_\_\_

## CUSTOMER AGREEMENT- TERMS AND CONDITIONS

1. Accsoft Internet Services (**we/us/our**) will take all reasonable steps to connect you (**the Customer**) to the services described in Item 2 of the Schedule (**Service**) and to provide you with the Service. We do not guarantee the date of connection or the speed, quality or performance of the Service, other than as provided in this Agreement. You acknowledge that you transmit data on the network at your own risk. We do not control and are not responsible to you or any third party for the nature and content of material accessed by you using the Service or for your use of that material.
2. You will provide appropriate software and hardware to enable your connection to the Service and will be responsible for any costs associated with connection. You will be responsible for implementing and maintaining network security at your premises and for maintaining the confidentiality of all identification and log-in information. You will comply with all our directions regarding access and use of the Service, our Acceptable Use Policy (as notified to you), all applicable laws, regulations and industry codes of practice in relation to your use of the Service and of the CPE Router and all rules and regulations of any interconnected network in respect of traffic transmitted through that network. You will not use the Service in any manner which could substantially impair the use of the network by other customers to endanger the network.
3. If the Service includes one or more Power User Licences, each Power User Licence entitles you to connect one device only to receive the Power User service. If you connect more than one device, you will be deemed to have selected the Multiple Power User Option and additional fees will apply. We may at any time audit or require certification of the configuration of your connection to or your usage of the Service. If you breach this clause, we may suspend or terminate the Service.

### Provisions relating to transfer of services under ACIF Commercial Churn Code

4. By signing this Agreement, you agree to the following:
  - (i) PowerTel does not supply a standard telephone service 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) you agree to the transfer of the existing Unconditioned Local Loop Service (ULLS) or the ordering of a new ULLS as per the Service Application. The ULLS is a pair of copper wires connected to the local telephone exchange and is used for the delivery of telecommunications services;
  - (iii) you will be solely responsible to us for all charges incurred by you after the effective transfer date;
  - (iv) you will still be responsible to your current telephone and/or data service provider for any charges which are incurred and/or billed up to the date the transfer is effective;
  - (v) you acknowledge that you may surrender all incentives and benefits with your current telephone or data service provider (eg discount plans, charity concessions);
  - (vi) certain functions and facilities provided by your current telephone or data service provider may not be transferable to us (but that the transfer does not affect remaining telephone or data services);

- (vii) the telephone service number will remain active with your current telephone or data service provider until the transfer is completed and that the transfer will not affect your long distance carrier;
- (viii) your current telephone and/or data service provider allows, as required, us to request the carrier whose network over which the services are supplied to access and use the account number listed above and any information relating to the account for the purposes of processing a request to give effect to the transfer contemplated by this Agreement;
- (ix) you will contact your current telephone or data service provider in relation to providing services and fault assistance until the transfer to us is effected;
- (x) that if voice services are provided as part of the ULLS Service, these services are not classified as standard telephone services, and are therefore not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority;
- (xi) that where we contract with PowerTel Limited ACN 001 760 103 (**PowerTel**) for the provision of PowerTel's ULLS Service and any other services the subject of this application, we may provide information relating to you to PowerTel for the purpose of fulfilling such contracts; and
- (xii) that name, address, telephone number and other information provided by you (**Customer Information**) may be shared with PowerTel, its suppliers and its nominees in order to supply, inspect, repair, modify and/or remove the CPE Router and for directly related purposes including informing the Customer about changes to the ULLS service. In addition, Customer Information may be used by us to provide you with information about new products and services and for other marketing purposes.

### Provisions relating to supply of CPE Router (if applicable)

5. If you are supplied with a CPE Router by us or by PowerTel on our behalf, you acknowledge and agree that:
  - (i) we hire the CPE Router to you during the term 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) the CPE Router is supplied by PowerTel, and your possession and use of the CPE Router are subject to the title and other rights of PowerTel and its supplier (Cisco Systems Capital (Australia) Pty Limited) and you have no legal or other interest in the CPE Router other than under this Agreement;
  - (iv) you grant us, PowerTel, 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;
  - (v) 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;
  - (vi) you will not remove the CPE Router from your premises without the prior consent of us and PowerTel;

- (vii) 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;
  - (viii) 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;
  - (ix) you will not sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, bail or otherwise dispose of the CPE Router without our prior written consent. If any person seizes or attempts to seize the CPE Router, you will notify us and PowerTel and you will notify that person of the title and other rights of PowerTel and its supplier concerning the CPE Router; and
  - (x) 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 us and PowerTel. 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.
6. you agree that we may store any data or information concerning the provision and use of the Service or provided by you in connection with this Agreement or the Service on a database and use it to enable us to perform our obligations under this Agreement. Except as otherwise provided under this agreement, each party will keep the other party's confidential information confidential and may only use that information for the purpose of performing its obligations under this Agreement, unless required to disclose such information by law or with the other party's written consent.
  7. you will pay us all fees applicable to the connection and provision of the Service calculated in accordance with the pricing matrix made available to you prior to commencement of this Agreement, **(Service Fee)** within 7 days of the date of an invoice provided by us. We are entitled to charge you for the Service from the time of commissioning the Service.
  8. we may vary the fees payable under this Agreement at any time. We will give you 60 days written notice of any increases to the fees. If you do not accept the increase in the fees, you may terminate this agreement on giving 30 days written notice and you will not be obliged to pay us the charge in Item 4 of the Schedule. If we have agreed with you

- not to increase fees for a specified period, any new fees will only apply to you once the agreed period expires.
9. if GST is imposed on any supply made under or in connection with this Agreement (**taxable supply**), the party obliged to pay for the taxable supply will pay additional consideration of an amount equal to the GST payable on or for the taxable supply.
  10. the service levels committed to by us in respect of the Service and the remedies available to you for us failing to meet those service levels are as set out in the pricing matrix. Our sole liability, and your sole remedy, for our failing to meet the service levels will be to provide the remedies specified in the pricing matrix. Otherwise, to the extent that the Service is not of a kind ordinarily acquired for personal domestic or household use, our liability in relation to the Service is limited to, at our option, resupplying or paying for the resupply of the Service. We and PowerTel are not liable to you in relation to any services supplied to you by us or PowerTel;
  11. the initial term of this Agreement is as set out in Item 3 of the Schedule. During the initial term, you may terminate this Agreement by giving 60 days notice to us. After the initial term, you may terminate this Agreement by giving 30 days notice to us. On termination, you must pay us the amount set out in Item 4 of the Schedule.
  12. if you breach this Agreement or the Acceptable Use Policy, we may terminate this Agreement or, alternatively, we may immediately and without notice to you, suspend or terminate your access to the Service. Such suspension does not prevent us from terminating this Agreement at a later date.
  13. upon expiration of this Agreement, all services being provided to you will be terminated; and all monies owing to us will become due and payable.
  14. neither party may assign or otherwise transfer their rights under this Agreement to another person without the prior written permission of the other party.
  15. this Agreement will be governed by and interpreted in accordance with the laws of the State of Victoria.
  16. this Agreement constitutes the entire Agreement between the parties. Clause 11, 12, 13 and 14 survive termination of this Agreement.

**Signed by a duly authorised representative of the Customer:**

.....  
 Name: .....  
 Date: .....

**Signed by a duly authorised representative of Accsoft Internet Services:**

.....  
 Name: .....  
 Date: .....

**SCHEDULE****ITEM 1 Customer Details**

Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Address: \_\_\_\_\_

**ITEM 2 Services**

- 256/64 Kbps ADSL
- 512/128 Kbps ADSL
- 1536/256 Kbps ADSL
- 2048/384 Kbps ADSL
- 6144/640 Kbps ADSL
- 512/512 Kbps ADSL
- 512/512 Kbps SHDSL
- 1024/1024 Kbps SHDSL
- 1536/1536 Kbps SHDSL
- 2048/2048 Kbps SHDSL
- 24576/1024 Kbps ADSL2+

**ITEM 3 Initial Term**

The Initial Term of the Agreement is 12 months from the date of your connection to the Service. Following the Initial Term, the Agreement will automatically be extended on a monthly basis.

**ITEM 4 Amount Payable on Termination**

If you elect to terminate the Agreement during the Initial Term, you must pay to us immediately on termination the balance of the Service Fee payable for the Initial Term.

If you elect to terminate the Agreement at any time after the Initial Term, you must pay to us immediately on termination an amount equivalent to 1 month of the fixed component of the Service Fee.

**ITEM 5 Payment Term**

Service Fees are paid in advance and due in 7 days after the invoice date.