

Nomad Mobile Broadband

Service Application Form

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

Contact: Surname: _____ Given Name: _____

Company (optional): _____ Charge Company

Address: _____ Post Code: _____

Telephone Number: _____ Fax Number: _____ E-mail address: _____

Initial Password: _____ (Case sensitive; you can modify it on our website) Date of application: _____

A valid credit card authorised by the card holder for monthly renewal payment is required.

Paid by: (Please circle one) Amex / Master / Visa [**Card ID** (Amex only): _____]

Card Number: _____ **Expiry Date:** ____/____ (MM/YY)

Card Holder's Name: _____ **Signature:** _____

Accsoft Authorised Reseller (if applicable): _____

Services Required: Prices are GST inclusive

Please select one and only one item for each box: (Please refer to the price list for details.)

- 1 month of plan fee: 5 hrs \$16 10 hrs \$26 20 hrs \$42 30 hrs \$66 40 hrs \$80..... \$ _____
- Both upload and download are counted. 5c/MB if exceeded. 0 GB \$12 (5c/MB) 1 GB \$20 2 GB \$26 3 GB \$32 6 GB \$52 ...
- Starter Park: USB Modem \$150 USB Modem Double-Speed \$200 SIM Card Only \$15... \$ _____
- Postage of the Starter Park (\$11)..... \$ _____
- Others (please specify) _____ \$ _____

TOTAL Initial Payment..... \$ _____

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

I have read the Customer Agreement – Terms and Conditions, the Customer Acknowledgments, and the Acceptable Use Policy and agree to accept all of them.

Please sign all 4 pages, and fax back to (02) 9869 1866.

Signature:

X

Name:

Service is to be renewed at the end of each month unless a written notice is given (an email to support@accsoft.com.au is acceptable).
 If payment is not received before expiry, the service will be suspended until payment is confirmed (no refund or credit for suspension period).

CUSTOMER AGREEMENT - TERMS AND CONDITIONS

In this agreement:

- Service means the facilitation of Internet access, e-mail transfer, web services, software applications and other functions made possible by Accsoft's network;
- You or the Customer means the subscriber of the Service;
- Accsoft, We or Us means Accsoft Computer Technology Pty Ltd trading as Accsoft Internet Services;
- Service Equipment means the equipment owned by Accsoft or its suppliers to facilitate the Service;
- Schedule or Service Schedule means the information attached to this agreement and form part of the agreement, including the Customer's details, connection speed, and payment conditions;
- Software means the programs Accsoft or its suppliers use to provide the Service;
- Customer Provided Equipment (CPE) means the equipment owned by the Customer in order to use the Service, including without limitation the modem or router at the Customer's premises.

1. The Service

- 1.1. In order to receive the Service, the Customer must
 - a) meet the system requirements as notified by us; and
 - b) install or arrange for installation of the Customer Provided Equipment (CPE).
- 1.2. Subject to this Agreement, we will use reasonable skill and care in providing the Customer with the Service. The Customer acknowledges that the Service is provided without warranty that it is continuous or fault-free. Subject to law, we and our suppliers are not liable for any loss or disappointment the Customer may suffer as a result of any faults or interruptions in the Service other than as specified in these Terms and Conditions.
- 1.3. In the utilisation of the Service, the Customer must comply with the Acceptable Use Policy as posted on Accsoft's web site (www.onmyweb.net) and the Customer acknowledges and agrees that we may exercise any of the rights specified in the Acceptable Use Policy.
- 1.4. The Customer must do the following in relation to the Service:
 - a) adopt appropriate measures to ensure the security of the Customer's account information password and the Customer's data; and
 - b) advise us in a timely manner if the Customer has reason to suspect that the Service is being used contrary to the applicable Terms and Conditions of the Acceptable Use Policy.
- 1.5. In the case of the Service:
 - a) the Customer acknowledges that due to the carrying out of engineering work, there may be a minor disruption to the Customer's standard telephone Service during Service provisioning;
 - b) the Customer acknowledges that certain incompatible products may not be available to the Customer.
- 1.6. We and our suppliers are not liable to provide the Service or the Service Equipment if the necessary equipment and facilities are not available for the Customer's Premises.

2. Problem Reporting

- 2.1. If the Customer experiences a problem with the Service or the Service Equipment, the Customer should report by phoning the number shown in the Application Form and on Accsoft's web site (www.onmyweb.net).

- 2.2. We will use reasonable efforts to rectify the problem as soon as possible.

3. Indemnity and Limitation of Liability

- 3.1. To the extent permitted by law, the Customer must indemnify us and our suppliers against any loss, damage, liability, expense, cost or charge arising from or incurred in connection with:
 - a) any fault in the Service, the Service Equipment or the Software due to the Customer's negligence or willful misuse, or any unauthorised use of any of them; and
 - b) any breach by the Customer of the Acceptable Use Policy.
- 3.2. Subject to clause 3.4, we accept liability for the supply of the Service but only to the extent provided in this clause 3.
- 3.3. We accept liability where:
 - a) the Service is not supplied with due care and skill;
 - b) any materials supplied in connection with the Service are not reasonably fit for the purpose for which they are supplied; and
 - c) we are otherwise required to do so by the Trade Practices Act.
- 3.4. Except as stated above and to the extent permitted by law, we are not liable in tort (including negligence), contract or otherwise for any damages, including loss of profits, business or anticipated savings or any other indirect or consequential damage.
- 3.5. The Customer indemnifies Accsoft and its suppliers in respect of any loss, liability or expense arising out of the reproduction, broadcast, use, transmission, communication or making available of any material (including data and information of any sort) by the Customer, using the Service.

4. Changing This Agreement

- 4.1. We can change this Agreement, the Acceptable Use Policy or the Pricing Schedule at any time provided that we notify the Customer of any change within at least 30 days and the Customer consents to the change. The Customer must notify us of the Customer's consent to the change within 14 days of our notice, otherwise we may exercise our right to terminate the Agreement. The Customer's continued use of the Service beyond the date of the change will be deemed acceptance of it. However, any change in pricing will only come into effect after the expiry of any current fixed period applicable to the pricing.
- 4.2. We can offer new or additional features that do not affect any of the Customer's existing Services, including the price for them, at any time.
- 4.3. It will be sufficient, for the purposes of clause 4.1, that we may notify the Customer only of the fact that this Agreement, the Acceptable Use Policy or the Pricing Schedule has been changed and that we post a revised copy of Terms and Conditions, the Acceptable Use Policy or the Pricing Schedule on our website.

5. Service Suspension, Cancellation or Amendment

- 5.1. If we suspect that the Customer has breached any material term of the Terms and Conditions of this Agreement including engaging in conduct that is contrary to the Acceptable Use Policy, we can without affecting any other rights we may have, immediately terminate or suspend the Service. The Customer will still be liable to pay Monthly Fees during the period of suspension if we terminate this Agreement.

6. Others

- 6.1. All notices may be served by post, fax or e-mail to the contact details set out in the Schedule.
- 6.2. The Customer agrees that the Service is for the Customer's own use and agrees that the Service is not for resale.

Signed by a duly authorised representative of the Customer:

X.....
 Name:
 Date:

Signed by a duly authorised representative of Accsoft Internet Services:

X.....
 Name:
 Date:

Acceptable Use Policy of Accsoft Internet Member

Overview

- The aim of this Acceptable Use Policy is to ensure that use of Accsoft's services (the Service) meets legal requirements, does not interfere with other users, and does not cause impact on Accsoft's ability to provide the Service.
- In this document
- **Service** means the facilitation of Internet access, e-mail transfer, web services, software applications and other functions made possible by Accsoft's network.
- **You** means a user of the Service.
- **Accsoft** or **We** means Accsoft Internet Services.
- **Policy** means this document.
- This Policy is effective immediately upon the Service is activated or the signing of an agreement allowing the Service to be activated, whichever is earlier.
- Accsoft may at any time vary this Policy. The new Policy will take effect immediately upon being published on this web site.
- This Policy forms part of the Terms and Conditions or Accsoft Internet Membership.
- As a guide, this Policy includes the following topics:
 - Security: keep your password secret, no unauthorised access, no virus spreading
 - Legal: no fraudulent, deceptive or defamatory activities, no infringement of copyright
 - Overuse: no abuse of network capacity by unreasonable amount of usage
 - Email: no spamming (sending junk mail) or e-mail bombs, no forged identities
 - Breaching: We may monitor the use of the Service, verify the compliance of this Policy, and take enforcement actions if this Policy is breached.

Security

- You must keep confidential your passwords that enable you to gain access to the Service.
- You are solely responsible for any access to the Service using your passwords, whether such access is conducted by yourself or by a third party using your password.
- You must not use the Service to (or attempt to) gain unauthorised access to any computer systems. Unauthorised access to a system includes without limitation obtaining data from or altering data on such system, disabling legitimate control of such system, or cause such systems to malfunction.
- You must not use the Service to engage in activities that will (or potentially will) cause damages to other computer systems, by way of computer viruses, worms, trojans, denial of service (DoS) attack or otherwise.

Legal use

- You must not use the Service to breach any criminal laws or to infringe on the rights of a third party, including without limitation:
 - fraudulent, deceptive or illegal activities;
 - infringement of copyright, trademarks or other intellectual property rights;
 - infringement of laws relating to censorship and classification of material; and
 - using the Service to create, forward or distribute defamatory statements.
- You must not produce or make available to the public contents which is in breach of any Australian regulations in relations to Internet content.
- You must remove the content in concern if a "take-down" notice has been issued by Australian Broadcasting Authority (ABA) against such content.

Please initial this page: **X** then sign and date the next page as your acceptance to this Acceptable Use Policy.

Overuse

- You must not establish simultaneous multiple connections to the Service unless explicitly agreed by Accsoft.
- You must not cause unreasonably excessive amount of data transfer in either outbound or inbound direction significantly above the normal usage pattern of other users. If in breach, Accsoft reserves the right to downgrade the Service provided to you or to separate such Service from our main network, so as to protect the interest of other users.
- You must not issue unreasonably frequent access to the Service significantly beyond the normal access pattern of other users. If the Policy is breached, Accsoft reserves the right to temporarily disable your access to such Service to preserve the capacity of the Service for other users.

Email

- You must not use the Service to distribute electronic communications (including without limitation e-mail, SMS, chat messages and newsgroup postings):
- if the recipients have indicated that they do not wish to receive such communication;
- if the communication is unsolicited bulk e-mail ("spam") or is considered as message bombing, whether or not such communication is of commercial nature;
- in a way that the origin of such communication is forged or disguised; or
- in a way that may adversely affect the functionality of any computer systems.
- You must not benefit or allow yourself to benefit from unsolicited bulk e-mail, including without limitation sending unsolicited bulk e-mail on behalf of other third parties or allowing a third parties to send unsolicited bulk e-mail (whether or not using the Service) advertising for contents hosted by the Service.
- You must not operate a facility intentionally or unintentionally allowing other third parties to send unsolicited bulk e-mail using the Service, including without limitation running an open-relay e-mail server using the Service and leaving your mail server open to attack.

Breaching the Policy

- We may from time to time monitor and verify the compliance of this Policy in relation to your use of the Service.
- If you have breached this Policy, Accsoft may at its sole discretion do one or more of the followings:
- suspend the Service provided to you temporarily or indefinitely;
- restrict the use of the Service by placing limits on some or all facilities;
- terminate the Service and refuse to provide the Service to you or your associates in the future;
- inform appropriate governmental or regulatory authorities of suspected illegal activities or infringing conducts; and
- remove or alter any of your data in the way that Accsoft considers appropriate or in the way specifically instructed by authorities in relation to the breach.
- A lack of immediate action in case of a breach does not imply in any way that Accsoft will not take actions in the future in relation to the breach or any subsequent breaches.
- Breach of this Policy is considered as breach of the Terms and Conditions of Accsoft Internet Membership.

Signed by a duly authorised representative of the Customer:

Signature: **X**

Name:

Position and Organisation (business only):

Date: