

ClearADSL Application Form



Included with your broadband: Free 10MB webspace – Free SureMessage Spam/Anti-Virus filtering – Free Public IP Address

Please carefully complete all required fields(*) before submitting this application form. Your signature is required in 3 places (see ★). Return completed form to: PO BOX 333 Blackburn Vic 3130 or fax 1300 139 774.

1. APPLICATION DETAILS

* Surname: *Other names:

* Date of Birth(DD/MM/YYYY): ___/___/___ You must be 18 years of age or over to create a Clear account. If you are a business, please enter the DOB of the primary administrative contact for verification purposes.

*Physical Address: *Suburb:
 *State: *Postcode:

*Postal Address: as above or: Suburb:.....
 State: Postcode:

*Phone at service address: After-hours Phone:.....
 Fax: Mobile:

Contact Email:

2. SELECT YOUR BROADBAND INTERNET PLAN (PRICES INCLUDE GST)

	Plan	Speed	Monthly data	Monthly price	Monthly Price without phone preselect	Activation fee*	Excess per MB	Emails
<input type="checkbox"/>	Bronze	256k/64k	300MB	\$29.95	\$34.95	\$129.00	\$0.09	4
<input type="checkbox"/>	Sliver	256k/64k	5GB	\$44.95	\$49.95	\$129.00	\$0.09	4
<input type="checkbox"/>	Gold	512k/128k	5GB	\$49.95	\$55.95	\$129.00	\$0.09	4

- Modem:** Modem/Router with USB/Ethernet \$99.95
 Modem/Router with 4-Port Switch \$129.95
 54Mbps Wireless ADSL Router with Modem, 4 port Switch \$199.95

Contract Length: 12 months 18 months 24 months

More plans are available on request.

*Modem free if connecting from vSat to ADSL and terminal/equipment is recouped by Clear Networks.

3. CLEARMAIL ACCOUNT

Please specify your desired username and password below. (Note: Minimum of 6 alphanumeric characters only. No special characters). Get additional emails for \$2.20 per month per email.

Username 1:@clearmail.com.au Password 1: (min. 6 characters)
 Username 2:@clearmail.com.au Password 2: (min. 6 characters)
 Username 3:@clearmail.com.au Password 3: (min. 6 characters)
 Username 4:@clearmail.com.au Password 4: (min. 6 characters)

Note: * Your preferred address may not be available. In this case we will ask you to specify alternatives.

* This username will become your primary ClearMail email address and webspace address.

* Your invoice will be sent by email to your ClearMail account.

4. COMPUTER INFORMATION

*Which operating system are you running? Win XP Win 2000 Win ME Win 98 NT4 Mac OSX Mac OS8/9 Other

Note: Our system supports Mac OSX, Win XP, and Linux. If you do not have these you may need additional hardware or software. It is also recommended you have a firewall. Please call 1300 855 215 to discuss.

5. CLEAR NETWORKS LONG DISTANCE

- Yes, I want Clear Networks for my long distance calls. (A minimum monthly spend of \$19.95 inc GST applies)
 No thank you. I don't want to change my long distance provider. Go to question 6.

Phone service information:

List the home or business phone number/s* you wish to transfer to Clear Networks.

*Note: list the numbers you will call from, not to.

1 ___ / ___ / _____ 2 ___ / ___ / _____ 3 ___ / ___ / _____ 4 ___ / ___ / _____

Transfer of Long Distance phone service

This authority does not change your line rental or local call telephone service provider.

Name(s) of current service provider(s)

Line rental & local calls: Telstra other (specify)

International, long distance, fixed line to mobile: Telstra other (specify)

Authorisation. Please read and sign below.

Declaration: I am authorised to sign this form and agree for the telephone service number(s) or account(s) to be transferred to Clear Networks for the contract term specified. I agree to switch my long distance company to Clear Networks. I understand that by nominating Clear Networks for my telephone numbers above, international and long distance calls, calls to mobiles and operator assisted services will be carried by Clear Networks after this request has been processed. I acknowledge that the service numbers provided are correct & correspond to the service numbers. I require to be transferred to Clear Networks. I authorise Clear Networks to request my current telephone company to release me. Clear Networks may choose my carrier. This application may not be approved if preselection/override is unavailable. I understand I will still be responsible to my current telephone company for any charges which are incurred and billed up to the date the transfer is effective. I will contact my current telephone company in relation to providing services and any faults until the transaction is effective. I give Clear Networks my consent to obtain and use credit information about me, including information about my consumer credit history (e.g. household and personal financing) and if applicable, my commercial credit history (e.g. as a sole trader). I acknowledge that Clear Networks has advised me that I may have an agreement with another carrier, and there may be consequences under the existing agreement if I change my preselection choice. A minimum monthly spend of \$19.95 inc GST is required, this amount or the value of calls above this plus any relevant charges will be withdrawn from my chosen debit method on or around the first of the month for calls made in the previous billing period.

★ Signed:

(Do not sign if you are not choosing Clear Networks Long Distance)

You can select to have Clear Networks Long Distance activated before your internet is connected.

- Yes, I want to start saving money now No, I will wait until my broadband is connected

6. PAYMENT DETAILS (SELECT ONE)

A deposit of \$50 will be debited from your bank account/credit card upon approval of your application.

Credit Card

Name on Credit Card:

*Card Type: VISA Mastercard *Card Number: ___ / ___ / ___ / ___ *Card Expiry: ___ / ___

Direct Debit

Name of Bank/Credit Union:

Bank Account Name:

BSB Number:

Bank Account Number:

You are entering into an agreement with Clear Networks Pty Ltd. I authorise Clear Networks to direct debit money from your account, through the bank's bulk electronic clearing system, when invoices fall due to cover the charges on your account.

- I agree that Clear can deduct money from that account, on the day my invoice is due as long as I have a Clear account, or;
- I agree until I withdraw their permission for the direct debit and make another payment arrangement.
- I am able to operate this nominated account as a sole signatory.
- I authorise Clear to contact my financial institution to verify my bank account details.
- I authorise my financial institution to release information allowing Clear to verify my bank account details.
- I understand that by proceeding now I will be deemed to have signed a direct debit authority.

* Your signature below indicates your consent to this Direct Debit/Credit Card authority

★ Signed:

7. CUSTOMER ATTESTATION

I attest that the personal information I have provided is true and accurate. I agree with and understand the Terms and Conditions in applying for a broadband service with Clear Networks. I agree that I have sighted the contract and the Acceptable Use Policy either by visiting www.clearnetworks.com.au/adslinc.html or have received a hard copy of the conditions. I therefore accept the contract Terms and Conditions and the Acceptable Use Policy.

Print name: ★ Signed: Date:

8. REFERRAL:

How did you hear about Clear Networks

- | | |
|--|--|
| <input type="checkbox"/> DCITA website | <input type="checkbox"/> Mailbox delivery |
| <input type="checkbox"/> Google ad | <input type="checkbox"/> Direct phone call |
| <input type="checkbox"/> Other website search engine | <input type="checkbox"/> Clear representative |
| <input type="checkbox"/> Newspaper advertisement | <input type="checkbox"/> Friend/Clear customer |
| <input type="checkbox"/> Radio advertisement | <input type="checkbox"/> TV advertisement |
| <input type="checkbox"/> Other | |

Referred by Account number: CN.....

ADSL Broadband—Terms & Conditions

Terms of Supply

Clear Networks Broadband Services Terms and Conditions (Effective 1 January 2004) These are the standard terms and conditions of supply of Clear Networks Broadband (ABN 61567 251 011) and other services offered from time to time on the Clear Networks web site at <http://www.clearnetworks.com.au> ("the Service"). These terms apply to you as a user of the Service ("Client" or "you").

Please read these terms and conditions carefully. It is a condition of your use of the Service that you comply with these terms and conditions.

1. Definitions

- 1.1 'Acceptable use policy' means the conditions of use applicable to the service as published by Clear Networks from time to time;
- 1.2 'Access period' means a renewable period of one (1) calendar year;
- 1.3 'Charges' means the charges payable by the customer to Clear Networks pursuant to this agreement including connection, access, usage and other fees;
- 1.4 'Internet' means the worldwide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol;
- 1.5 'Service' means interactive dial-up or broadband access/permanent connection access [one or the other] to Clear Networks' connection to the Internet, the provision of World Wide Web data and the incidental storage of data;
- 1.6 'World Wide Web' means a method of representing and obtaining graphical data and linking data items used by Internet users.

2. Access period

- 2.1 The minimum term of your agreement with Clear Networks is 12 months from the date of your connection to the Service.
- 2.2 This agreement may be renewed (renewal) for subsequent periods of twelve (12) months, subject to approval by Clear Networks.
- 2.2 Renewal of this agreement for a subsequent period may involve an adjustment to the charges as a condition of Clear Networks providing its consent to renewal.

3. Provision of service

- 3.1 Clear Networks, in accordance with the terms and conditions of this agreement, shall provide the customer with the service by such means as Clear Networks determines.
- 3.2 Clear Networks shall provide the service on a continuous basis during the term of this agreement. Clear Networks will inform the customer if the service is unavailable for access by the customer due to maintenance or any other foreseeable factor.
- 3.3 Clear Networks shall provide the customer with all identification and login information required for connection to the service.

4. DSL Component

- 4.1 Clear Networks has agreed to provide you, and you agree to purchase, the service as requested in the Service Application Form and in accordance with the general Terms and Conditions set out on this page (General Terms); and any other service descriptions and conditions that we agree upon with you.
- 4.2 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.
- 4.3 The minimum term of your agreement with us is 12 months from the date of your connection to the service.
- 4.4 By signing this Agreement, you agree to and acknowledge the following:
 - 4.4.1 Clear Networks 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 the Agreement;
 - 4.4.2 where we contract with a third party supplier for the provision of the Service we may provide name, address, telephone number and other information provided by you (Customer Information) to the third party supplier, its suppliers and its nominees for the purpose of fulfilling such contracts, including those related to the provision of a CPE Router where applicable.
 - 4.5 If you are supplied with a CPE Router by us you acknowledge and agree that:
 - 4.5.1 we sell the CPE Router to you;
 - 4.5.2 we will arrange for the CPE Router to be delivered to the premises specified in the Service Application Form;
 - 4.5.3 you are responsible for the installation and configuration of the Router, unless, by request, on the Service Application form indicate a Managed Install (available in Metropolitan Melbourne only) charged at the Clear Networks standard rate
 - 4.5.4 Managed Install conditions:
 - 4.5.4.1 a Managed Install only includes delivery, installation and configuration of the CPE Router to one (1) computer
 - 4.5.4.2 a Managed Install does not include configuration of network properties beyond the initial computer;
 - 4.5.4.3 The Provisioned Line has been installed as per Australian Telecommunication Standards.
 - 4.5.4.4 The Line outlet is located in the same room as the computer that is being connected to the Internet
 - 4.5.4.5 That, in the case of a computer not being located in the same room as the telephone line, there must be an approved CAT5 Network wiring (straight through) between the phone line location and the computer being connected. Additional charges may be applied if network hubs, switches or servers are associated with this network
 - 4.5.4.6 The Customer must back up all data on the nominated computer prior to the ADSL installation
 - 4.5.4.7 The clients PC must meet the following requirements:
 1. Not Networked to any other PC's (if there is an existing network this connection will be disconnected unless alternate arrangements are made between Clear Networks & the customer)
 2. Pentium II equivalent or above

3. Windows 98, ME, 2000, XP (with original Operating System Software available)
4. 32 MB RAM (for Windows 98 and ME)
5. 64 MB RAM (for Windows 2000)
6. 128 MB RAM (for Windows XP)
7. Network Interface Card or PCI slot
8. SVGA display 800x600x256 colours +
9. 150MB hard disk drive space
10. Internet Explorer version 5.5 +
11. Microsoft Outlook Express or Microsoft Outlook software (if e-mail is required)
- 4.5.4.8 The Customer must provide full unhindered access to the premises. Where a installation is hindered or the services, network or hardware is incomplete a standard call out charge will be made to the customer additional to the standard installation charge
- 4.5.4.9 The managed install includes one (1) inline filter provided free of charge. One filter is required for each telephone/fax device that uses the same line (maximum of 4). Sometimes, if ADSL noise is still getting through the line to specific phones, extra filters may also be required. If further filters or hardware items are required, eg. Modular Adapter (old telephone socket style) to RJ12, RJ12 Double Adapters, Telephone Extension cables, the installer will install these on acceptance by the customer at the standard Clear Networks pricing schedule rate.
- 4.5.5 During the contract period you will ensure that the CPE Router is operated and housed in an environment which meets the manufacturer's requirements;
- 4.6 You agree to comply with the Clear Networks' Acceptable User Policy (see www.clearnetworks.com.au/aup.html) which is summarised as follows:
 - 4.6.1 not to send e-mail that may destroy or damage an e-mail recipient's computer;
 - 4.6.2 not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;
 - 4.6.3 not to reveal confidential information about Clear Networks and/or its suppliers which may result in unauthorised usage of the Services by a third party;
 - 4.6.4 not to transmit information which contains viruses or other harmful components;
 - 4.6.5 not to interfere, damage or destroy computer systems operations of the Services including disobeying any requirements, procedures, policies or regulations of Clear Networks, other users and/or third parties.
 - 4.6.6 not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.
 - 4.7 We reserve the right to terminate or suspend the service in the event of a breach of this agreement.

5. Customer obligations

- 5.1 The customer must provide its own access facilities.
- 5.2 The customer is responsible for maintaining the secrecy and confidentiality of all identification and login information required by the customer to access the service.
- 5.3 The customer agrees not to disclose to any other person, corporation, entity or organisation any identification or login information, whether in use or not, or any other confidential information relating to the service or Clear Networks.
- 5.4 The customer is liable for all fees resulting from use of the service accessed through the customer's identification or log-in information, whether authorised by the customer or not.
- 5.5 An invoice raised by Clear Networks shall be deemed to be correct and prima facie evidence of all charges contained therein.

6. Use of the service

- 6.1 The customer shall comply with all reasonable directions by Clear Networks in relation to the access and use of the service.
- 6.2 Throughout the access period and any renewal, the customer shall comply with the acceptable use policy.
- 6.3 The customer warrants that in accessing and using the service it will only use software that it is legally entitled to use.
- 6.4 The customer acknowledges that Clear Networks does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the service and Clear Networks shall not be held responsible in any way for any content or information accessed via the service.
- 6.5 Clear Networks disclaims all or any liability for any material on the Internet that the customer finds offensive, upsetting, defamatory or personally offensive.
- 6.6 The customer shall refrain from disruptive activities which may include, but are not limited to, the circulation of any unsolicited publicity or advertising material, propagation of computer worms and viruses, use of the service to gain unauthorised access to any other computer system, the sending of harassing, obscene, offensive or threatening electronic mail, forgery of electronic mail and the placement, transmission or storage of any defamatory material on the Internet.
- 6.7 The customer will not access, nor permit any other party to access, the service for any purpose or activity of an illegal or fraudulent nature.
- 6.8 The customer will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the service that would infringe the intellectual property right of any person.
- 6.9 The customer is responsible for preparing and maintaining sufficient back-up files and data storage capacity for all customer data including electronic messages.
- 6.10 Clear Networks has no responsibility to provide training in the use of the service pursuant to this agreement. Training may be provided or procured for an additional fee.

7. Charges

The customer shall pay the charges at the rate and in the manner specified in the Application. Payment must be made in the names provided in the Application.

8. Indemnity

The customer releases and indemnifies Clear Networks, its servants and agents from and against all actions, claims and demands which may be instituted against Clear Networks arising out of a breach of this agreement by the customer or of any other person for whose acts or omissions the customer is vicariously liable.

(Continued over page)

Phone 1300 855 215, Fax 1300 139 774

Level 2, 39 Railway Road

Blackburn 3130

sales@clearnetworks.com.au

9. Implied terms

9.1 Subject to subclause 9.2, any condition or warranty that would otherwise be implied in this agreement is hereby excluded.

9.2 Where legislation implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this agreement. However, the liability of Clear Networks for any breach of such condition or warranty shall be limited, at the option of Clear Networks, to one or more of the following:

9.2.1 if the breach relates to goods;

9.2.1.1 the replacement of the goods or the supply of equivalent goods;

9.2.1.2 the repair of such goods;

9.2.1.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or

9.2.1.4 the payment of the cost of having the goods repaired.

9.2.2 if the breach relates to services:

9.2.2.1 the supplying of the services again; or

9.2.2.2 the payment of the cost of having the services supplied again.

10. Liability of Clear Networks

Clear Networks shall be under no liability to the customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods supplied or the provision of the service pursuant to this agreement or in respect of a failure or omission on the part of Clear Networks to comply with its obligations under this agreement.

11. Termination

11.1 For the purpose of this agreement, the following are terminating events -

11.1.1 the breach or threatened breach by the customer of any of its material obligations under this agreement;

11.1.2 the appointment of any type of insolvency administrator in respect of the property or affairs of the customer;

11.1.3 the entry or proposed entry by the customer into any scheme, composition or arrangement with any of its creditors;

11.1.4 the permanent discontinuance of use of the service by the customer;

11.1.5 the merger with or the takeover of either party by another person;

11.1.6 any event described in this agreement as a terminating event; or

11.2 The service may be terminated immediately by Clear Networks on the happening of a terminating event.

11.3 The customer shall immediately on termination return to Clear Networks all copies of all documents in the possession of the customer relating to the service and Clear Networks.

11.4 Any termination of the licence shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this agreement that is expressly or by implication intended to continue in force after such termination.

12. Entire agreement

This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the services. No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

13. Law

This agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

14. Waiver

No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

15. Dispute resolution

Any dispute or difference arising in connection with this agreement shall be submitted to arbitration in accordance with, and subject to, the Rules for the Conduct of Commercial Arbitrations of the Institute of Arbitrators, Australia. During such arbitration, a duly qualified legal practitioner may represent both parties.

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