

ClearDialup Application Form



Broadband
Anywhere. Anytime.

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 DIALUP INTERNET PLAN (PRICES INCLUDE GST)

	Plan	Hours	Monthly Data	Monthly Price	Activation fee*	Emails
<input type="checkbox"/>	Unlimited Hours	Unlimited time	300MB	\$24.95	\$20.90	5
<input type="checkbox"/>	Standard 25	25 hours	250MB	\$19.80	\$20.90	5
<input type="checkbox"/>	Standard 50	50 hours	300MB	\$27.95	\$20.90	5
<input type="checkbox"/>	Standard 90	90 hours	400MB	\$43.95	\$20.90	5
<input type="checkbox"/>	Standard 120	120 hours	500MB	\$54.95	\$20.90	5
<input type="checkbox"/>	Business 240	240 hours	500MB	\$71.50	\$20.90	5

	Plan	Hours	Data	Prepaid Price	Activation fee*	Emails
<input type="checkbox"/>	Casual 20	20 hours	Unlimited	\$24.95	\$20.90	1
<input type="checkbox"/>	Casual 50	50 hours	Unlimited	\$44.00	\$20.90	1
<input type="checkbox"/>	Casual 100	100 hours	Unlimited	\$80.00	\$20.90	1

More plans are available on request. *Activation Fee is a one off fee.

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)

Username 5:@clearmail.com.au Password 5: (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. PAYMENT DETAILS (SELECT ONE)

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/tnc.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.....

Terms and Conditions over page

Return pages 1 & 2 to Clear Networks

Post: PO BOX 333 Blackburn Vic 3130

Fax: 1300 139 774

Clear Central Terms and Conditions

1. About this Agreement

Please read these terms and conditions carefully. Your use of the Clear Central Internet access services which you wish to acquire, specifications of which we have previously provided to you ('Services') provided by Clear Central Pty Ltd ACN 087 189 455 trading as Clear Central (in this Agreement referred to as "our", "we" or "us") is subject to the terms and conditions of this agreement. By sighting this document and choosing to accept via the CD setup disk or signing the application form and then using the service implies your acceptance of the following terms and conditions.

2. Definitions

In this Agreement:

"Charges" means the charges payable by you to us pursuant to this Agreement including, but not necessarily limited to, access usage and consulting fees relevant to the Internet and the World Wide Web;

"Internet" means the worldwide connection of computer networks providing for the transmittal of electronic mail, on-line information retrieval, and file transfer protocol;

"Schedule" means interactive access to Clear Central's connection to the Internet, the provisions of World Wide Web data and the incidental storage of data;

"World Wide Web" means a method representing and obtaining graphical data and linking data items used by Internet users;

"Year 2000 Compliance" means that neither performance nor functionality of a product or system is affected by dates prior to, during and after the Year 2000 and in particular that:

- a) no value for current date will cause any interruption in operation;
- b) date-based functionality must behave consistently for dates prior to, during and after the Year 2000;
- c) in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules; and
- d) the Year 2000 must be recognised as a leap year.

In this definition, "date" includes a particular time or any date.

3. Interpretation

In this Agreement, unless the contrary intention appears:

- 3.1 words in the singular number include the plural and vice versa;
- 3.2 words importing a gender include any other gender;
- 3.3 a reference to a person includes a partnership and a body, whether corporate or otherwise; and
- 3.4 monetary references are references to Australian currency.

4. Terms of Agreement

4.1 This Agreement commences on the date of acceptance, (usually the commencement of service(s) to you) and will continue until terminated by either party.

4.2 The Agreement may be ended by either party with 24 hours notice (see section 5 Notices, point 5.3). If you end the Agreement, you will be liable for all outstanding debts incurred prior to the end of the Agreement. Ending this Agreement does not affect the provisions regarding indemnity and limitation of liability.

5. Notices

5.1 Notices under this Agreement must be sent by prepaid ordinary post, by facsimile or by electronic mail.

5.2 Notice will be deemed given:

- 5.2.1 in the case of posting, three days after dispatch;
- 5.2.2 in the case of facsimile and electronic mail, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

5.3 Any notice of cancellation of the Service must be confirmed in writing to the Accounts Receivable department.

6. Governing Law

The law in force in the State of South Australia governs this Agreement, and the parties irrevocably submit to the non-exclusive jurisdiction of The Courts of South Australia and courts of appeal from them for determining any dispute concerning this Agreement.

7. Our Obligations to you

7.1 In accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide you with the Services, and any necessary access information required to use the Services for which you have applied.

7.2 It is not our responsibility to provide training in the use of the Services pursuant to this Agreement.

7.3 We will make all reasonable efforts to ensure continuity of the Services.

7.4 We may, in our discretion, retain and access any data or information concerning your use of the Services.

7.5 Where we hold information that you lodge with us (for transmission or web hosting) we will make back-up copies of your information. However, we do not guarantee successful restoration of your information lodged on our servers in the unlikely event of loss of that information (due, for instance, to a catastrophic hardware failure). It is your responsibility to ensure that you keep back-up copies of all information that you lodge with us.

7.6 While we take great care with information that you deposit with us we make no guarantee that the Services will be either uninterrupted or error-free, and that all such information will reach its intended destination (including electronic mail) inside or outside our network.

8. Your Obligations to us

8.1 You are obliged to provide us with accurate and truthful information where required in your application.

8.2 You, as our client, are responsible for all carrier charges (e.g. telephone) associated with connecting to the Services through an available access number. You are also responsible for obtaining, providing and maintaining all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the Services.

8.3 You are responsible for any collection fees incurred by us as the result of the collection of outstanding monies owed to us by you for the Services. The payment terms for the collection fees will be as set out in Clause 12.

8.4 You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access the Services.

8.5 You agree not to disclose to any other person, corporation, entity or organisation any access information whether in use or not, nor any other confidential information relating to the Services.

8.6 You must notify us immediately if your username and password are lost, or you think someone else is using them. You will be liable for all fees resulting from use of the Services accessed through your access information whether authorised by you or not. A bill presented by us shall be deemed to be correct and prima facie evidence of all connection, access, usage and other fees therein.

8.7 Your rights and obligations under this Agreement shall not be assigned, sold, delegated, alienated, transferred or otherwise disposed of without our consent.

8.8 You are responsible for:

8.8.1 obtaining all necessary permission, authorisations, licences and consents in relation to the use of any third party materials used in the provision of the Services; and

8.8.2 payment of all royalties and other fees associated with the use of such third party materials.

8.9 You must indemnify us in respect of any liability arising, directly or indirectly, from a failure by you to observe your obligations under Sub-clause 8.8.

9. Acceptable Use and Content

9.1 You acknowledge that we must comply with laws and directives from state or federal law enforcement agencies that have jurisdiction over the use of Internet services.

9.2 You must, in accessing and using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.

9.3 You will not act on or through the Services to block or disrupt access to the Internet by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to attempting to gain unauthorised access to another computer system, unauthorised copying or modification of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or sending electronic mail or other communication to other users which is intended to upset or annoy them.

9.4 You agree to refrain from sending unsolicited bulk commercial email, using other non-consenting mail relay systems.

9.5 You must not access, nor permit any other party to access, the Services for any purpose of activity of an illegal, fraudulent or defamatory nature.

9.6 You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the Services that would be an infringement of any copyright, patent, trademark, design or other intellectual property right.

9.7 You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Services and we shall not be held responsible in any way for any content or information accessed via the Services.

9.8 We disclaim all or any liability for any material on the Internet that you find offensive, upsetting, defamatory, personally offensive and in any way unsuitable for people under the age of eighteen (18) years.

9.9 We reserve the right, without liability, to remove from our servers any content that we consider unacceptable.

10. Suspension of Services

10.1 We reserve the right to immediately and without notice suspend your access to the Services if:

10.1.1 you fail to comply with any provision of this Agreement concerning the payment of any fees including without limitation, any fees relevant to the connection, administration or usage of the Service by you;

10.1.2 this Agreement is terminated for any reason;

10.1.3 you misuse the Services or fail to comply with your obligations specified in this Agreement;

10.1.4 We may from time to time without notice suspend your access to the Services during a technical failure, or where modification or maintenance is being carried out in relation to the Services;

10.1.5 We will use all reasonable endeavours to end any suspension of Services under 10.1.4 as soon as practicable.

10.2 You are not entitled to a credit or refund for loss of access during the suspension period.

11. Termination

11.1 Without limiting the generality of any other clause in this Agreement, we may terminate this Agreement immediately by notice in writing if:

11.1.1 you are in breach of any term of this Agreement and such breach is not remedied within seven (7) days of us notifying you;

- 11.1.2 you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration;
- 11.1.3 if you, being a partnership, dissolve, threaten or resolve to dissolve or are in jeopardy of dissolving;
- 11.1.4 if you, being a natural person, die; or
- 11.1.5 you cease or threaten to cease conducting business in the normal manner.
- 11.2 In addition to giving notice to terminate the Agreement we may:
- 11.2.1 retain any moneys paid;
- 11.2.2 charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
- 11.2.3 be regarded as discharged from any further obligations under this Agreement; and
- 11.2.4 pursue any additional or alternative remedies provided by law.

12. Charges

12.1 Clear Central offers different fee structures for the use of its Services and you are liable for those fees. You may choose the Services that you require during the sign-up process. We may vary these Services and related fees by giving you one month's notice. Some Services we offer may have additional conditions as outlined on our pricing schedules (available on request or on our Home Page - www.clearcentral.com.au).

12.2 Regular Invoice/Statement notification will be delivered via electronic mail, postal mail, or fax. You are also welcome to contact us at any time to verify the current financial status of your account with us.

12.3 All Charges for our Services (unless otherwise specifically granted) are payable in advance. Therefore, accounts must be paid prior to the commencement of the Services and prior to the anniversary of the billing period (i.e. monthly or yearly). Accounts must be paid within fourteen (14) days of Invoice. Any account that is outstanding beyond fourteen (14) days is in default, and a final notice will be issued. If payments are not received within seven (7) days after issue of the final notice, we may suspend your service without further warning until the outstanding balances of your account are paid in full.

12.4 Service suspensions will be promptly removed on receipt of full payment of the overdue amount. If you wish to query any item you have been charged for, please do so within that fourteen (14) day period, but all non-disputed amounts must be paid in full. Should suspension of Services occur after non-payment by you, we reserve the right to charge you for re-connection at the standard rate.

12.5 Notwithstanding any suspension of Services you shall remain liable for all Charges due throughout the period of a suspended service.

12.6 Where you request us to invoice amounts owing under this Agreement to a nominated credit card:

12.6.1 you will operate the credit card within terms and credit limits set in order to pay your account in full;

12.6.2 you will give us the authority to complete and sign on behalf of yourself, all necessary forms and documents to facilitate payments from the relevant bank, or other financial institution;

12.6.3 you agree to remain liable to us for all amounts owing to your account consequently billed to your credit card until all amounts outstanding have been paid in full.

12.7 If a goods and services tax is imposed by law then, in respect of the Charges payable by you pursuant to this Agreement which are treated as payments for a taxable supply for the purposes of a goods and services tax or like impost, we shall be responsible for paying any goods and services tax to the government, but shall be permitted to increase the Charges to include the demonstrable direct added cost to the goods or services we supply to you in the price charged to you for the Services. Such varied Charges will upon written notice to you be deemed to be the Charges for the purposes of this Agreement.

13. Indemnity

13.1 You release and indemnify us, our servants and agents against all actions, claims and demands (including the cost of defending in or settling any action, claim or demand) which may be instituted against us arising out of a breach of this Agreement by you or the negligence of you or your agent, employee or sub-contractor or of any other person for whose acts or omissions you are held liable.

13.2 You release and indemnify us against any action, claim or demand by your servants, employees or agents or their personal representatives or dependants arising out of the performance of this Agreement.

13.3 In addition to 13.1, you must indemnify us against all expenses, losses, damages and costs (on solicitor/client basis that were incurred by or awarded against us) that we may sustain or incur as a result, whether directly or indirectly, of:

- 13.3.1 any breach of this Agreement by you including but not limited to a breach in respect of which we exercise an express right to terminate this Agreement; or
- 13.3.2 any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of you or your officers and employees.

14. Year 2000 Compliance

14.1 You acknowledge and agree that while we represent that we have undertaken all steps that we believe are necessary to achieve Year 2000 Compliance in relation to the Services, Year 2000 Compliance of the Services is dependent on many factors outside our control including third party products and services, and accordingly we

cannot and do not warrant, guarantee or represent that the Services will be Year 2000 Compliant.

14.2 Our liability, if any, to you for any loss or damage including without limitation, direct, indirect, consequential or economic loss suffered as a result of or contributed to by any malfunction, failure to function or interruption of or to the Services, arising from a failure of the Services (or any hardware or software associated with the Services) to be Year 2000 Compliant, shall be governed by Clause 15.

15. Liability of Clear Central Pty Ltd

15.1 We make no express warranties under this Agreement, except those expressly set out in this Agreement.

15.2 We do not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this clause to be void.

15.3 We exclude:

15.3.1 from this Agreement all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void ("Non Excludable Condition");

15.3.2 all liability to you in contract for consequential or indirect damages arising out of or in connection with Agreement even if:

- a) We knew they were possible;
- b) They were otherwise foreseeable; Including, without limitation, lost profits and damages suffered as a result of claims by any third person such as you or one of your customers;

15.3.3 all liability to you in negligence for acts or omissions of us and our employees, agents and contractors arising out of and in connection with this Agreement.

15.4 Our liability to you for breach of any express provision of this Agreement or any Non Excludable Condition (except a Non Excludable Condition referred to above or one implied by section 69 of the Trade Practices Act 1974) is limited at our option to one of supplying, replacing or repairing the goods or supplying again those services in respect of which the breach occurred.

15.5 On request by you we will refund any amount paid by you for the goods or services in respect of which the breach occurred, rather than the remedy referred to above.

15.6 If you are a consumer, as defined under the Trade Practices Act 1974, we do not exclude liability to you for breach of any Non Excludable Condition in respect of goods or services ordinarily acquired for personal, domestic or household use and consumption.

15.7 Subject to this Clause 15, you warrant that you have not relied on any representation made by us which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by Clear Central.

15.8 You acknowledge that to the extent we have made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation.

16. Technical Support

Our Services includes free technical support services in the commissioning of the Service(s). Once you have successfully connected to the Internet through us and/or gained the additional service(s) you have purchased from us, we have fulfilled our "free" support obligations to you. Additional support can be provided, but may be at additional cost to you. If, on receiving a fault report, we determine that the problem reported is due to faults in your own software or hardware, we can recommend people who can provide support services to you in rectifying the problem in your system. We cannot provide free support for faults which are in your system or in a carrier (i.e. telephone network) and which are unrelated to our Internet Services.

17. Force Majeure

No party is liable for any failure to perform and delay in performing its obligations under this Agreement if failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds sixty (60) days the other party may terminate this Agreement with immediate effect by giving notice to either party. This clause does not apply to any obligation to pay money.

18. Waiver

The failure of a party at any time to require performance to any obligation under this Agreement is not a waiver of that party's right:

- 18.1 to insist on the performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing of the failure to waive; or
- 18.2 at any other time to require performance of that or any other obligation under this Agreement.

Agreement

By sighting this document and either choosing to accept via the CD setup disk or signing the application form, I acknowledge that my application for Services to Clear Central is subject to the terms and conditions set out above. I also give permission to Clear Central to obtain and use information about my consumer credit history, or if applicable, my commercial credit history.