



Easy Internet Dialup Application Form

Agent ID

Company / Customer Information

Name ABN/ACN/D.O.B.

Install Address

Suburb State Postcode

Phone Fax Email Address

Contact Person URL://

Billing Address if Different

Suburb State Postcode

Connection Details

Plan Name Mb Included Excess Cost per Mb \$ Monthly Access \$

Total Purchase \$

Note: Dialup Plans are charged once every 3 months, so total purchase is 3 x Monthly

Please choose a 6-12 character Username

Please choose 6-8 alpha-numeric Password

Do You Require an telecall.com.au Email Address Yes No *Note: This will be the same as your Username*

Credit Card Payment Authority

Card Type Visa Mastercard Bankcard Amex Diners

Card Number

Expiry Date / Card Holder Name

Signature

Authorisation

The applicant requests Telecall Communications to open an account on the companies terms and conditions which are printed on the attached pages of this form and acknowledges having read those term and conditions and agrees to be bound by them. The applicant and the signatory to this application form acknowledges that the information provided in this application to be true, correct and will be relied upon by the company to determine whether or not, to grant service access and credit to applicant. The applicant further agrees that Telecall Communications may debit the credit card nominated above as set out in the Terms and Conditions.

Signature Date / /

Name Position

Terms and conditions for provision of services

Definitions

"Telecall" means Telecall Communications (ABN 61 081 716 010) of Level 2, 10 Queens Road, Melbourne, 3004, Victoria, Australia

"The customer" means the person or company named in the Schedule as the Customer.

"The services" means the services specified in the Schedule that are to be provided by Telecall to the customer.

"The schedule" means the Telecall ADSL Application Form.

"The agreement" means these Terms and Conditions, the Schedule, the rules and any notices forwarded from time to time by Telecall to the customer in accordance with these terms and conditions.

"Telstra" means Telstra Corporation Limited, its successors, assignees and transmittees or such other corporation or entity as is responsible for connections and operation of networks from time to time.

Registration

1. The customer requests Telecall to provide the services specified in the Schedule and Telecall agrees to do so on the terms and conditions set out herein. To the extent of any inconsistency between these terms and conditions and the schedule, these terms and conditions will prevail.
2. By accepting the supply of services, the customer accepts these terms and conditions.
3. The customer agrees to provide relevant details and sign any necessary forms or other documents relevant to the services it has selected, including any documents necessary to affect a transfer of services from another service provider to Telecall, and the customer authorizes Telecall to complete any necessary, incomplete documents on its behalf.
4. The customer must be at least 18 years of age to register with Telecall. By accepting the supply of services, the customer represents to Telecall that s/he is at least 18 years of age. In the event that Telecall subsequently becomes aware that the customer is not over the age of 18 years, Telecall may at any time make the continuation of this agreement conditional on the customer providing satisfactory personal guarantees by one or more persons over the age of 18 years of the customer's obligations under this agreement.
5. Children under the age of 18 years who use the service are assumed to have parental or guardian consent to do so. Telecall makes no guarantees whatsoever as to the suitability of material able to be accessed through the services and recommends that parents that have concerns in relation to internet content provide supervision or acquire filtering software.
6. The customer will keep safe and confidential any access numbers, codes or passwords allotted to them by Telecall and notify Telecall without delay of any disclosure of which they become aware.
7. The customer is responsible for providing and/or purchasing and maintaining all equipment and software necessary to access the services.
8. In the event that the customer does not own a modem and software suitable for accessing the services, the customer will be required to purchase a modem and associated software from Telecall for the purposes of accessing the services. After payment of the full purchase price of the modem stipulated in the Schedule, the modem and associated software becomes the property of the customer, who shall be responsible for its maintenance and repair costs.
9. Telecall will provide the customer with the modem (for the fee specified in the schedule) connection instructions, a user name and password. The customer is responsible for doing all things necessary to connect to the services in accordance with the instructions provided by Telecall.
10. Telecall provides limited telephone support to customers as part of the monthly access fee (up to three (5) telephone calls per month). However, it is unable to provide technical assistance free of charge. If required by the customer, a Telecall technician will visit the customer's premises for the purposes of providing assistance for a fee of \$99 per hour (inclusive of GST), subject to change. A minimum charge of one hour will apply for each visit.
11. The customer is liable for the cost of any third party services that may be required to connect to the services
12. The customer agrees to indemnify Telecall against any liability the customer may incur to any person with an interest in their premises in connection with the installation, connection, maintenance or removal of the facilities by a Telecall representative or a third party.
13. The customer is bound by this agreement for an initial minimum term of six (6) months ("the initial six month commitment term") from the date when the first charges are debited from the customer's credit card. An early exit fee of \$149 (subject to change) will be charged to the customer for a cancellation prior to the expiry of the initial six month commitment term.

Provision of services

14. Telecall shall use all reasonable endeavors to provide the services, but it shall not be liable if it is prevented, hindered or delayed from providing the services for any reason whatsoever.
15. The date of commencement of the services is dependent on Telstra's completion of the connection, which may take up to 40 working days from receipt of the customer's application form by Telecall.
16. While Telecall will endeavor to provide services of a reasonable quality, Telecall does not warrant the quality of the services nor does Telecall make any claim as to the quality of services provided by any third party. Telecall does not provide a maintenance service for the ADSL network delivery system directly. Provision of the services is conditional on the Customer having a Telstra PSTN line which is capable of being conditioned by Telstra for the purposes of carrying ADSL traffic across the Telstra DSLAM network.
17. The customer acknowledges that:
 - (a) Continuity and connection speed of their Internet access depends on a wide range of factors, many of which are beyond the control of Telecall.
 - (b) Telecall has no control over the accuracy or appropriateness of any information on the Internet.
 - (c) Telecall is not responsible for any software available on the Internet.
 - (d) The customer's Internet access may be interrupted by a variety of factors, including, but not limited to, equipment failure, the need for routine maintenance, technical problems, upgrades and peak demand.
18. Modem connection speeds at the maximum theoretical speed of the customer's modem may not be achievable in practice. Subject to matters of the kind referred to in the preceding paragraphs, Telecall will use its best endeavours to keep the services available continuously. However, Telecall makes no guarantees that the services will be available at all times and shall not be held liable for any losses whatsoever that may be incurred by the customer as a result of the customer's inability to gain access to the services.
19. Telecall may make rules for the use of the services by the customer, including rules as to transmission volume limits, excess usage charges, terms of payment and any other matter at all which Telecall considers desirable.
20. Telecall may alter the rules referred to in the preceding paragraph on not less than seven (7) days' notice to the customer. The rules will apply as if they were set out in full in these terms and conditions.
21. The customer must not deliberately or carelessly do anything which may damage Telecall's equipment, software, setup or services.
22. The customer must not use the services provided by Telecall:
 - (a) to annoy, harass or harm other Internet or email users; or
 - (b) for any unlawful purpose or in any unlawful manner; or
 - (c) to access or transmit explicit materials; or
 - (d) for any other purpose that may be prescribed by Telecall or by applicable laws from time to time.
23. Any IP Address allotted to the customer by Telecall, whether as a static address or dynamically allocated, remains the sole property of Telecall, and may be changed or revoked by Telecall at its discretion at any time, and is not transferable.
24. The customer, and not Telecall, is liable for any Telstra service or maintenance charges incurred in respect of any telephone line used by the customer to access the services.
25. The customer authorises Telecall to delete without notice any material found on its storage disks which is unauthorised, unlawful, obscene, excessive in volume, uncollected for an excessive period, in an unauthorised place or dangerous, and Telecall may delete any computer file it sees fit from its storage disks without providing any reason or incurring any liability whatsoever for doing so.
26. The customer must not transfer, resell, resupply or share any of the services unless it has prior written approval from an authorized Telecall representative.

Charges and Billing

27. The customer must pay to Telecall the charges for the services plus any applicable GST. The charges for the services include:
 - (a) The Modem cost and installation cost specified in the schedule; and
 - (b) The Monthly access fees applicable at the time of supply of the services (subject to change); and
 - (c) The Excess usage charges applicable at the time of supply of the service (subject to change). Excess usage fees will be charged for each megabyte (Mb) downloaded over and above the number of included megabytes specified in the Schedule.The initial charges are set out in the Schedule, but may be varied by Telecall at any time by providing written notice to the customer.
28. Telecall may impose a credit limit on the Customer's account and/or require payment of a security deposit or interim payment, at its sole discretion at any time. Telecall may at any time apply the Customer's security deposit to meet any cost, loss or liability incurred as a result of failure by the Customer to comply with this agreement or to pay any amount payable by the Customer to Telecall or its related bodies corporate. The Customer agrees that, where a security deposit is required, it will provide the security deposit to Telecall within the requested time and if it fails to do so the services may be immediately suspended and/or disconnected. If a Service is disconnected, a reconnection fee may apply.
29. If the Customer is a company which is not listed on the main board of an Australian Stock Exchange, the Customer shall, if requested by Telecall, procure the execution of a guarantee of the performance of this agreement by each of the directors of the company within seven days from the date of that request. The guarantee shall be in the form prescribed by Telecall.
30. If the Customer is requested to execute a guarantee in accordance with the preceding paragraph and any person required to execute the guarantee fails to do so within the prescribed time, Telecall may immediately terminate this agreement.
31. All payments due by the customer to Telecall shall be by way of direct debit from the customer's credit card and, with the exception of excess usage charges, shall be paid in advance.

32. The customer irrevocably authorises Telecall to debit his/her credit card for the charges incurred. Charges shall be debited at the following times:
- The Installation cost and modem cost (as set out in the schedule) will be debited on or about the planned activation date ("PAD") notified by Telstra to Telecall.
 - The first month's monthly access fee will be debited on or about the PAD, and shall be calculated on a pro rata basis on a date which is seven (7) days after the PAD (to allow for possible delays).
 - The following month's monthly access fee will be debited on or about the PAD.
 - The monthly access fee for each subsequent month will be debited in advance on or about the first business day of the month.
 - Excess usage charges will be debited on or about the first business day of the month following the month in which the excess usage charges were incurred.
33. The customer warrants that the credit card details provided are current, valid and personal to the customer.
34. In the event that:
- Telecall becomes aware that the credit card details provided by the customer are not current, valid or personal to the customer; or
 - the customer cancels their credit card and fails to immediately supply Telecall with particulars of a new credit card; or
 - a direct debit is not processed by the credit card provider for any reason;
- Telecall may without notice suspend or disconnect the services and take whatever action it deems necessary to recover any outstanding charges from the customer, including penalty interest on any outstanding amounts at a rate 4% higher than the rate specified in the Penalty Interest Rates Act.
35. The Customer agrees that Telecall's records are conclusive evidence of the Customer's use of the services and the charges payable. The Customer agrees that any supply of services to any person making telephone calls from the numbers nominated by the Customer is deemed to be authorized by the Customer to make those calls, and the Customer will pay all charges accordingly.
36. Where the Customer has elected to receive or view its bills electronically it acknowledges that the electronic delivery of its bills constitutes notification of the charges contained in those bills and that Telecall will not issue a paper copy of those bills.
37. Other than as expressly provided for by this agreement, Telecall is not obliged to make any refund of the customer's fees.

Liability

38. The customer indemnifies Telecall against any liability, claim, action, suit, demand, loss, cost or expense whatsoever arising out of or in any way connected with this agreement or provision of the services.
39. Telecall has no control over and is not responsible for the accuracy, appropriateness or lawfulness of any information on the internet, or for any software obtained through it, or for any email transmissions, or for any malicious code or activity delivered via it. It is the customer's responsibility to evaluate the accuracy, completeness, usefulness and appropriateness of all opinions, advice, services and other information and the quality and merchantability of all merchandise provided through the services or on the internet generally.
40. The customer's use of the service and the internet is entirely at the risk of the customer. Telecall makes no guarantees that the services or material accessible via the services are free of viruses, worms, Trojan horses, or other harmful components, and will not be responsible in any way for any losses or damages suffered by the customer as a result of infection of the customer's computer equipment with a virus or other harmful component while using Telecall's services.

Termination

41. Telecall may terminate this Agreement at any time for any reason whatsoever by giving the Customer seven (7) days written notice.
42. Telecall may terminate this Agreement immediately if the Customer:
- breaches any clause of this Agreement and the breach is not remedied within 7 days of the receipt of written notice from Telecall; or
 - becomes bankrupt, has a liquidator appointed, has an order made for its winding up, has an administrator or a receiver appointed over all or a portion of its assets, or is convicted of a criminal offence.
43. The Customer may not terminate this agreement during the initial six month commitment term, unless they pay the early termination fee.
44. The Customer may terminate this agreement after the initial six month commitment term by giving Telecall fourteen (14) days written notice.
45. The Customer will remain liable for all charges incurred by the Customer prior to termination of this Agreement for whatever reason.
46. Termination by the customer does not preclude Telecall from taking action to recover any money owing to Telecall at the time of termination.
47. If the customer's services are terminated and they choose to reconnect the services, the customer acknowledges that they may not be able to register the same website address, username, and/or email address as used previously with the services.

Use and disclosure of information

48. Telecall may make and keep any record it requires for the purpose of this agreement or for the operation of its services.
49. The Customer authorises Telecall and its related bodies corporate to use and exchange Customer information before, during and after the provision of credit to the Customer with any of their agents and any credit reporting agency, credit providers, carriers, or Customer's business references in accordance with the relevant State and Federal Acts for the following purposes:
- Considering or applying Telecall's credit policy to the Customer's application;
 - Ongoing credit management of Customer account(s) with Telecall or any of its related bodies corporate, including recovery of Customer overdue payments;
 - Ongoing maintenance of credit records about the Customer;
 - Development, research and promotion of Telecall products and services;
 - To enable Service delivery to the Customer; and
 - Any other purposes permitted under the Telecommunications Act 1984 and Privacy Act 1988.
50. The customer agrees that information referred to in the preceding paragraph includes but is not limited to:
- Details and status of any of the Customer accounts with Telecall or its related bodies corporate;
 - Identification of Customer service numbers, whether withheld or not;
 - Customer credit history, including whether the Customer has made credit defaults, dishonored cheques or credit infringements;
 - Information about Customer creditworthiness or capacity; and
 - Customer personal details even if the application is for a business or company.
- "Customer" in this clause is defined to include the director of the Customer signing this form. The director signing this Agreement acknowledges that Telecall may do a credit check on him or her in their personal capacity.
51. Where the Customer is in default of payment to Telecall the Customer agrees that Telecall or its agents may utilise any information collected and recorded by Telecall or its related bodies corporate in relation to the Customer's account to assist Telecall in the process of debt recovery and may use debt collection agencies for that purpose.
52. Calls made to or from Telecall's Customer Service Centre may be recorded for customer service and verification purposes.
53. Telecall may obtain an alternative provider to provide services to the Customer. The Customer agrees to assignment of Telecall's rights under this Agreement to that alternative provider; and irrevocably authorises Telecall to execute on the Customer's behalf any documents necessary to give effect to that transfer. Substitute services may not be available immediately. If substitute services are made available, they may be charged by the alternative provider at its then current rates and terms and conditions, and the Customer will be billed accordingly.
54. The Customer should keep confidential all passwords it nominates in connection with the services. The Customer acknowledges that Telecall will disclose any information in connection with the Customer's accounts to any person who correctly quotes the password.

General

55. These terms and conditions, the Schedule, the rules and any notices forwarded from time to time by Telecall to the customer in accordance with these terms and conditions form the entire agreement between the parties, and neither of them relies on any term, condition, warranty, collateral contract, representation or promise set out in any other document, save for the provisions of any applicable legislation.
56. Any notice given about any matter concerning this agreement may be given by fax; email or post at the last fax number, email or postal address notified to Telecall and is deemed to have been received at the time when it would have arrived in the ordinary course of the relevant type of transmission. The customer is responsible for notifying Telecall of any change in address, fax number or email address.
57. Telecall's failure to enforce strict performance of any provision of this agreement shall not be construed as a waiver.
58. In the event that any provision of this agreement is deemed by any judicial or other competent authority to be void, voidable, unlawful or otherwise unenforceable, such provision shall be severed from this agreement and all other provisions shall remain in force.
59. These terms and conditions shall not merge upon termination of this agreement.
60. The parties submit to the law of Victoria, Australia in relation to the interpretation of this agreement, or any dispute arising out of it.
61. All matters expressed in this agreement to be subject to change are to be notified to the Customer by email within thirty (30) days of the change having taken effect.