



# ADSL Signup Form



## A Applicant Details

Company: \_\_\_\_\_

ABN: \_\_\_\_\_

Mr  Mrs  Miss  Ms  Other \_\_\_\_\_

Surname: \_\_\_\_\_

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

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

\_\_\_\_\_

Suburb/City: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

### Phone

Home: (\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

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

Date Of Birth: \_\_/\_\_/\_\_\_\_

## C Provisioning Fee

Activation Fee: \$ \_\_\_\_\_

ADSL Modem: \$ \_\_\_\_\_

Filter (s): \$ \_\_\_\_\_

Splitter (s) \$ \_\_\_\_\_

On-site Fee \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

## D ADSL Plan

Speed: \_\_\_\_\_

Inclusive Downloads: \_\_\_\_\_

Cost per month: \_\_\_\_\_

Excess Cost: \_\_\_\_\_

Contract Term (Months): 6  12  18  24

## B Payment Options

Credit Card Account (fill out **B1**)

Direct Debit (fill out **B2**)

### B1 Credit Card Account

Bankcard  MasterCard  VISA  AMEX

Card Number: \_\_\_\_\_

\_\_\_\_\_

Expiry Date (MM/YY): \_\_/\_\_/\_\_\_\_

### B2 Direct Debit Request (please fill in below).

Financial institution/ Bank name: \_\_\_\_\_

\_\_\_\_\_

Branch location: \_\_\_\_\_

BSB: \_\_\_\_\_ Account number: \_\_\_\_\_

You/Business name on the account: \_\_\_\_\_

\_\_\_\_\_

*I/we request you, until further notice in writing, to debit my/our above nominated account for any moneys due in the terms of my payment agreement with Sunet Internet. I/we acknowledge that this Direct Debit is governed by the terms and conditions of Sunet Internet*

*I/we acknowledge this Direct Debit Arrangement is governed by the terms of Sunet Internet's Client Service Agreement, received from Sunet Internet Direct Debit User ID: 217468*

Signature(s): \_\_\_\_\_

\_\_\_\_\_

Date application completed: \_\_/\_\_/\_\_\_\_

*This request remains in force until you notify us in writing that you no longer wish to pay your Internet usage by direct debit, the completed form should be delivered to: Sunet agent at shop 219 Bay City Plaza or 8-12 Pakington St. Geelong West.*

*We value your privacy. Sunet Internet is bound by privacy laws. Please contact us for further information.*

## E Connection Details Connection Transfer

Phone No. for Installation: (\_\_\_\_) \_\_\_\_\_

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

Suburb/City: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

## F Username

Username: \_\_\_\_\_ @sunet.com.au

2<sup>nd</sup> Preference: \_\_\_\_\_ @sunet.com.au

Password: \_\_\_\_\_ (min of 4 characters)

New Customer

Existing Sunet Customer → Username : \_\_\_\_\_

## G Customer Declaration

- I acknowledge that I am over 18 Years of Age  
- I warrant that I am the current account holder of the phone number nominated for the ADSL service.

- I acknowledge that I have read and accept the Terms & Conditions attached or as detailed on the Sunet Internet website.

- I acknowledge and understand the Client Service Agreement provided by Sunet

- I understand that by signing the form, I am entering a contract.

- I understand that the services described will be supplied to me in accordance with the Terms & Conditions

- I am bound by the Terms & Conditions.

- Terms and conditions are subject to change

- I warrant that all the information I have provided on this Application Form is true and correct.

AUTHORISED SIGNATURE OF APPLICANT(S): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_/\_\_/\_\_\_\_

OFFICE USE:

BA-SU-2005-09-15-E-1

Salesperson: \_\_\_\_\_

BCC – Bay City Superstore  
Shop 219, Westfield Bay City  
Geelong, VIC, 3220  
Ph: (61 3) 5221 9988  
Fax: (61 3) 5221 9688

BCC – Southland Superstore  
Shop 3027, Westfield Southland  
Cheltenham, VIC, 3192  
Ph: (61 3) 9501 1888  
Fax: (61 3) 9585 2688

BCC – Home of Computers  
8-12 Pakington St  
Geelong West, VIC, 3218  
Ph: (61 3) 5227 6888  
Fax: (61 3) 5227 6866



# Sunet Internet

Belmont Computer Centre Pty Ltd  
8-12 Pakington St, Geelong West 3218, Vic  
Melbourne: (61 3) 9501 1888 Geelong: (61 3) 5227 6888  
Fax: (61 3) 5227 6866



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Sunet Internet Pay Plan

## **Client Service Agreement.**

### **Our commitment to you; Drawing agreements:**

We will advise you, in writing the details of the Sunet Internet Pay Plan drawing arrangements (amount, frequency, and commencement date) at least 7 calendar days prior to the first drawing to you Sunet Internet email address in the form of an invoice.

Where the due date falls on a non-business day, we will draw the amount on the next business day.

We reserve the right to cancel the Sunet Internet Pay Plan drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

### **Your Rights:**

You may terminate the Sunet Internet Pay Plan drawing arrangements at any time by giving written notice to us. We should receive such notice at least 14 business days prior to the due date.

You may stop payment of a drawing under the Sunet Internet Pay Plan by giving written notice to us. We should receive such notice at least 14 business days prior to the due date.

You may request change to the drawing amount and/ or frequency of Sunet Internet Pay Plan drawings by contacting us and advising your requirements no less than 14-business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly (outside the Sunet Internet Pay Plan arrangements) you may take the matter up directly with us or with your nominated Financial Institution.

### **Your commitment to us; Your responsibilities:**

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. Insufficient funds will incur additional fees and charges arranged by the bank.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the Sunet Internet Pay plan drawings is transferred, changed details or closed. If you fail to do so you may incur excess bank fees.

It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Sunet Internet Pay Plan drawing.

All questions and queries can be directed to [acctmgmt@sunet.com.au](mailto:acctmgmt@sunet.com.au)

# Sunet Internet Broadband

## Terms and Conditions

### 1. Receiving the service

1.1 I agree that in order to receive the Sunet Internet Broadband service I must:

(a) Install or arrange installation of the equipment

1.2. I agree that subject to this Agreement, Sunet Internet will provide you with the Sunet Internet Broadband service. I accept that Sunet Internet will use reasonable skill and care in providing the Sunet Internet Broadband service. I acknowledge that the Sunet Internet Broadband service is provided without warranty and that it is continuous or fault-free. I agree that Subject to Law, Sunet Internet Broadband are not liable for any loss or disappointment you may suffer as a result of any faults or interruptions in the Sunet Internet Broadband service.

1.3. I agree that in the case of Sunet Internet Broadband,

(a) I warrant that I am the same end user acquiring a standard telephone service on the line to which my application relates or that I have obtained authority of the legal lessee of the standard telephone service. I agree that I will be liable for a cancellation fee in the event that the legal lessee terminates the standard telephone service and that Sunet Internet excludes liability for the termination of my broadband service.

(b) I acknowledge that where I have asked us to supply the Sunet Internet Broadband ADSL service that there may be a minor disruption to you or the legal lessee's standard telephone service during ADSL provisioning; and

(c) I acknowledge that certain incompatible products may not be available.

1.4. I accept that Sunet Internet will use its best endeavours to make the broadband service available to Customers 24 hours a day, 7 days a week. I acknowledge that Sunet Internet cannot guarantee the speed, performance, continuity or quality of the broadband service. I further acknowledge that the ADSL service is not fault free and there may be interruptions and/or access problems from time to time as Sunet Internet depends on the performance of third parties over which Sunet has no control and therefore can accept no liability for problems that may arise from the service.

### 2. Paying the charges

2.1. I agree to pay all charges for the Sunet Internet Broadband access as advised to me by Sunet Internet, within the time specified for payments on the invoice.

2.2. I agree to pay any Goods and Services Tax (GST) (or like imposition) associated with this agreement.

2.3. I agree to pay disputed Charges. A credit may, at Sunet's discretion, be issued at a later date.

2.4. Where I dispute the Charges, I agree to notify Sunet immediately after receiving my bill or my credit card statement

2.5. I agree that Sunet Internet may change the Charges at any time (but will not change any Charges which have already been incurred). I agree that it is my responsibility to be aware of these charges, as published or on the Sunet Internet Web page. Continued usage of Sunet Internet Broadband constitutes acceptance of any changes.

2.6. I understand that should I cease to use my Sunet Internet Broadband ADSL service subsequent to a DSL Rapid Transfer (aka "churn") from Sunet to another Service Provider, I should inform Sunet as soon as possible, in order to clarify the financial status of my Sunet account.

2.7. I agree that if I choose to terminate my account before the end of my contract, I will be liable to pay out the balance of the minimum cost of my contract, in the form of either monthly payments equal to the minimum monthly cost of my contracted plan, or a lump sum. This termination may also incur an administration fee.

2.7.1. I understand that the DSL Rapid Transfer process does not release me from this obligation.

2.8. I agree that if I purchase a self installation kit but:

(a) Are unable to connect the Sunet Internet Broadband secure where such failure has not been caused by Sunet, or

(b) later request Sunet Internet Broadband service to be professionally installed, I will be charged a service fee. If I purchase a self-installation kit but later require additional hardware, I will be charged for the hardware and delivery.

### 3. Responsibility for usage

3.1. I agree that Sunet Administration reserves the right to determine what is appropriate and inappropriate use of Sunet Internet Broadband. I agree that Sunet administration reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that abusive, malicious, illegal or unacceptable usage of the Sunet system is occurring

3.2. I agree that Sunet Administration will not accept any responsibility for anything that may happen to me or my equipment, or any loss incurred by me through the use of Sunet Internet Broadband, or any of the services provided by Sunet

3.3. I agree not to use Sunet to block or disrupt access to the Internet by other users, service providers, their computers, software or hardware. Disruptions include, but are not limited to:

3.3.1. Distribution of unsolicited advertising

- 3.3.2. Attempting to gain unauthorised access to another computer system
- 3.3.3. Unauthorised copying or dissemination of material protected by copyright
- 3.3.4. Propagating computer worms or viruses
- 3.3.5. Uploading insecure code
- 3.3.6. Sending harassing or threatening mail
- 3.3.7. Forgery or attempted forgery of e-mail messages and Usenet news postings
- 3.4. I agree to abstain from sending unsolicited bulk commercial email (junk mail), whether using Sunet's mail relay system or others
- 3.5. I agree to take reasonable steps to prevent the distribution of viruses my computer(s). Reasonable steps include the installation of anti-virus software and the regular (at least weekly) updating of that software.
- 3.6. I agree that Sunet will measure the data transferred through the Sunet Internet Broadband service (in both directions) and this measurement will be used to calculate my usage. I accept that I am responsible for the cost of all data transferred through the Sunet Internet Broadband service to my endpoint, even if a data transfer was not authorised by me
- 3.7. I agree that Sunet will provide me with a unique username and password, which You agree not to disclose to any third party

#### **4. Responsibility for content**

- 4.1. I agree to take full responsibility for any data owned by me that I have stored on the Sunet system, or any data transferred, or any data I have caused to be transferred over the Sunet Network
- 4.2. I accept that Sunet does not and cannot monitor or control the content and information accessed via Sunet. Sunet shall not be held responsible in anyway for the content of information accessed via Sunet, or offered for public access via Sunet
- 4.3. I agree that I will not use Sunet Internet Broadband service for any illegal act. Specifically, I agree that I will:
  - 4.3.1. *Not* conduct any activity prohibited by the Telecommunications Act 1997, Crimes Act 1958, or any other legislation
  - 4.3.2. Abide by the Copyright Act 1968. I agree that I will not store on the Sunet system, transfer or cause to be transferred over the Sunet system, or make available for distribution though the Sunet System, any data that the storage, transfer, or distribution of, is in contravention of the Copyright Act 1968
  - 4.3.3. *Not* publish or store on the Sunet servers anything that may be considered illegal in anyway.
  - 4.3.4. *Not store* pornographic or exploitable material on Sunet's servers
- 4.4. I accept that Sunet does not and cannot monitor or control the content and information accessed via Sunet. Sunet shall not be held responsible in any way for the content of information accessed via Sunet, or offered for public access via Sunet
- 4.5. I agree not to use Sunet for any business related purpose if the service has been designated as a "Home" or "Personal" service

#### **5. Responsibility for Access**

- 5.1. I accept that I am responsible for maintaining the secrecy and confidentiality of all access information required to access to Sunet, including, but not limited to, my username and password. I agree to not to disclose to any other person, corporation or entity or organisation any access information, whether in use or not, nor any other confidential information relating to Sunet.

#### **6. Miscellaneous**

- 6.1. I accept that Sunet Internet do not provide help desk support for configuring a customer's LAN (local area network) to connect to Sunet Internet Broadband, and do not assist with LAN related difficulties
- 6.2. I agree to direct all queries and faults and outages of the broadband Service to Sunet Internet help desk. I accept that I am liable for any inquiries to Third Party service provider or Telstra. I accept that Sunet Internet will invoice the customer for any cost incurred by the customer calling Telstra for any help or queries relating to the broadband service.
- 6.3 I acknowledge that to complete the connection I may need extra hardware not included in the packaged price. I am aware it is my responsibility to purchase any equipment prior to install.
- 6.4 In the event of any dispute regarding matters relating to the ADSL installation whilst the technician is on-site, which results in the technician leaving without any work being performed, I understand I am responsible to pay a call out fee should the technician need to revisit the premises.
- 6.5 I am aware Sunet Internet may change plan costs or applicable Terms and Conditions at any time. I acknowledge that it is my responsibility to regularly check the Sunet Website and make myself aware of any such changes, and arrange changes to my plan if necessary.
- 6.6 I understand any changes to my account must be submitted in writing.
- 6.7 I am aware changes to my account will only be processed at the end of the month to apply for the billing period to follow.
- 6.8 I accept that if I sign up to Sunet Internet Broadband ADSL under the particular Terms and Conditions of a Special Offer, I may only change my payment plan during the term of the contract to which I am bound by the Terms and

Conditions of the Special Offer if and when I upgrade the speed of the line on which my Sunet Internet Broadband ADSL service is delivered.

6.8.1 Should I choose to change payment plans under these conditions, the monthly cost shall not be less than the originally contracted monthly payment, for the term of the contract.

- *Broadband includes ADSL*
- *Sunet, Sunet Internet Broadband, Sunet Internet Broadband ADSL are all terms associated to Sunet Internet.*

**I agree that I have read the Sunet Internet Broadband Terms and Conditions**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_