

SECTION A – Your Details

Customer Information

Company Name			
Contact Name			
Service Installation Address			
Suburb		Post Code	
Work Ph		Home Ph	
Facsimile		Mobile	
ACN/BRN		E-Mail	

Telephone Number you wish to use for this service (eg. your fax number)	
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Your preferred primary username/email address: (e.g. johndoe@ca.com.au)	
1 st preference:	
2 nd preference:	
3 rd preference:	
The highest preference username that is available will be chosen. If you an existing client, this does not apply.	

A - Pricing Structure

Standard Fees (by direct debit – see Section B)

Setup Fee	\$165.00	<input checked="" type="checkbox"/>										
Are you an existing dial-up client? (Discount applied to setup fee)	Existing Username: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>											<input type="checkbox"/>
256/64K (500MB service includes one 5mb email, 5mb webspace)	500MB* \$42.90/month	<input type="checkbox"/>										
	1GB* \$49.00/month	<input type="checkbox"/>										
	3GB* \$55.44/month	<input type="checkbox"/>										
	5GB* \$59.95/month	<input type="checkbox"/>										
	10GB* \$80.52/month	<input type="checkbox"/>										
	20GB* \$121.44/month	<input type="checkbox"/>										
512/128K	1GB* \$58.08/month	<input type="checkbox"/>										
	3GB* \$64.68/month	<input type="checkbox"/>										
	10GB* \$88.00/month	<input type="checkbox"/>										
	20GB* \$139.00/month	<input type="checkbox"/>										
	40GB* \$187.00/month	<input type="checkbox"/>										
	60GB* \$256.08/month	<input type="checkbox"/>										
1.5Mbit/384K	3GB* \$85.80/month	<input type="checkbox"/>										
	5GB* \$92.40/month	<input type="checkbox"/>										
	10GB* \$110.88/month	<input type="checkbox"/>										
	20GB* \$151.80/month	<input type="checkbox"/>										

	40GB*	\$211.20/month	<input type="checkbox"/>
8Mbit/384K	5GB*	\$112.20/month	<input type="checkbox"/>
	10GB*	\$130.68/month	<input type="checkbox"/>
	20GB*	\$171.60/month	<input type="checkbox"/>
	40GB*	\$231.00/month	<input type="checkbox"/>
Optional Static IP (required for using your own servers)		\$3.30/month	<input type="checkbox"/>
* Please see Terms and Conditions for details			
Excess traffic is charged at 6.6c (incl GST), Any modification to your account will incur a \$22.00 modification fee.			

Office Use Only	MYOB Name:	Inv#
Submit Date:	Provisioned Date:	Advise Date:
		<input type="checkbox"/> Fax <input type="checkbox"/> Email
Username:		Password:
Tracker Updated: <input type="checkbox"/>	By:	

Please Tick one of the following

I wish to use my own ADSL capable modem	\$0.00	<input checked="" type="checkbox"/>
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A - Customer Declaration

My Signature Indicates Acceptance Of These Fees

Signed By An Authorised Representative Of The Customer	Name:	
	Title:	
	Date:	

Please fill out section B; without this, the application process may be delayed (credit card option on page 6).

SECTION B – Direct Debit Request

Request & Authority to debit the account named below to pay Commerce Australia Pty Ltd / Account Details

Surname or Company Name										
Given Names or ACN/BRN	("you")									
Insert name of account which is to be debited										
Financial Institution Name										
BSB Number				-					X	X
Account Number										
Acknowledgement, Request and Authority to debit	Request and authorise Commerce Australia Pty Ltd to arrange for the amount as agreed in the CADSL Terms & Conditions to be debited or charged through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement . By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Commerce Australia Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement. Refer to terms and conditions on page 6 of this application form (section B).									
Insert your signature and address	Signature (If Joint accounts all signatories may be required) (If signing for a company, sign and print full name and capacity for signing eg. Director)								
	Address									
	Date/...../.....								

SECTION C – End Customer Acknowledgements

1. Commerce Australia End Customer Acknowledgements

The End Customer (yourself) agrees and acknowledges that:

- a. Telstra qualified pair required
 - The Services can only be provided over a “qualified pair” (meaning a copper pair which passes Telstra’s Service Qualification) where Telstra supplies operational standard telephone services over the same qualified pair
 - The End Customer to whom an Individual Connection is delivered is the same End Customer to whom Telstra or a reseller of Telstra supplies a standard telephone service using that qualified pair;
 - The Individual Connection is only provided for so long as the End Customer continues to acquire that standard telephone service from Telstra or a reseller of Telstra using that qualified pair;
 - The Individual Connection may be terminated where the End Customer ceases to acquire a standard telephone service from Telstra or a reseller of Telstra using that qualified pair.

- b. Monitoring Services

In some instances, such as where the End Customer is acquiring a Monitoring Service (meaning a service for the monitoring of End Customer premises such as remote alarm services), additional customer provided equipment such as central splitters and network termination devices must be installed by the End Customer at their own cost before the Individual Connection can be provided. This additional equipment is to be installed prior to Individual Connection activation.

- c. Installation of Individual Connections
 - In respect of each Individual Connection, the installation and operation of the Individual Connection may cause temporary disruption in the standard telephone services received by the End Customer or a Monitoring Service;
 - The installation and operation of a Monitoring Service may cause temporary disruption to an Individual Connection;

- d. Some Telstra services may be unavailable

The installation and operation of an Individual Connection may mean that some incompatible products that might have been available from Telstra or a Telstra reseller to the End Customer will not be supplied to the End Customer using the qualified pair (a complete list of incompatible products is available upon request);

- e. Notification to providers of Monitoring Services

Any provider of a Monitoring Service used by an End Customer has been notified that:

 - installation and operation of an Individual Connection may cause temporary disruption in the standard telephone services or a Monitoring Service received by an End Customer; and
 - installation of customer provided equipment such as central splitters and network termination devices may be required under paragraph (b) above.

- f. Additional costs may be incurred

The provisioning of the Individual Connection may require the End Customer to incur additional costs for equipment and services (such as the costs of line filters, splitters and any associated installation costs) in order to use the qualified pair for a other telecommunications services.

C- Customer Declaration

My Signature Indicates Acceptance Of The End Customer Acknowledgements

Signed By An Authorised Representative Of The Customer		Name:	
		Title:	
		Date:	

SECTION D – Standard Terms & Conditions

1. Commerce Australia Standard Terms & Conditions

I the undersigned (customer) accept and agree to the following terms & conditions:

- 1.1 I am held legally, ethically and morally responsible for my own actions when connected to any system, whether part of Commerce Australia or external
- 1.2 I am aware that my access is in no way transferable and that allowing others (both human and machine) to use my access breaches these terms and conditions.
- 1.3 There is a fixed contract period, on a take or pay basis, of 12 months. This means that if I cancel or breach this contract, I am still liable to pay for services relating to the connection until the end of that fixed period. If I request disconnection of the service, then the outstanding payments (if any) for the remainder of the fixed period become immediately due and payable.
- 1.4 The connection will be automatically renewed for further fixed period of 1 month after the initial fixed 12 month contract is reached, unless Commerce Australia is notified in writing at least 7 days before the end of each fixed period that the Customer wishes to terminate the service at the end of the current fixed period.
- 1.5 Commerce Australia reserves the right to reject any account application without giving any reason.
- 1.6 Commerce Australia reserves the right to terminate any account without notice for any breach of these terms.
- 1.7 In the event of an account being terminated, no fees paid are refundable.
- 1.8 Commerce Australia does not warrant the availability of the connection or service at any time and no refunds of any fee paid will be refunded for any failure to provide the service.
- 1.9 All payments must be made using Direct Debit and are payable monthly in advance.
- 1.10 The customer agrees to be solely liable for any and all use of the applicant's account.
- 1.11 The customer agrees to allow all traffic from the applicant's site to be monitored to ensure compliance with these terms.
- 1.12 These terms are subject to change without notice.

2. The CADSL Broadband ADSL Service

- 2.1 In order to receive the ADSL Broadband 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.
- 2.2 Subject to this Agreement, we will use reasonable skill and care in providing the Customer with the ADSL Broadband Service. The Customer acknowledges that the ADSL Broadband Service is provided without warranty that it is continuous or fault-free. Subject to law, we are not liable for any loss or disappointment the Customer may suffer as a result of any faults or interruptions in the ADSL Broadband Service other than as specified in these Terms and Conditions.
- 2.3 In the utilisation of the ADSL Broadband Services, the Customer must comply with the Acceptable Use Policy and the Customer acknowledges and agrees that we may exercise any of the rights specified in the Acceptable Use Policy.
- 2.4 The Customer must do the following in relation to the Customer's ADSL Broadband 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 or the Acceptable Use Policy.
- 2.5 In the case of the ADSL Broadband Service:
 - a. the Customer acknowledges that due to the carrying out of engineering work, there may be disruption to the Customer's standard telephone Service during Service provisioning
 - b. the Customer acknowledges that certain incompatible products and services may not be available to the Customer.
- 2.6 We are not liable to provide the ADSL Broadband Service or ADSL Broadband Provided Equipment if the necessary equipment and facilities are not available for the Customer's Premise.
- 2.7 This service offers connections with limited traffic per month. If the Customer exceeds the limit that they have chosen within the month, there will be a charge of 11 cents per megabyte (incl. GST) downloaded thereafter.
- 2.8 The CADSL Unlimited connections have been replaced with a 10GB download limit as of 27th April 2007 as per changes actioned by Telstra Wholesale.
- 2.9 Uploaded traffic is not included in the total traffic for each month.

3. Problem Reporting

- 3.1 If the Customer experiences a problem with the ADSL Broadband Provided Equipment or Services, the Customer should report by phoning the number shown on our website.
- 3.2 We will use reasonable efforts to rectify the problem as soon as possible.

4. Indemnity and Limitation of Liability	<p>4.1 To the extent permitted by law, the Customer must indemnify us against any loss, damage, liability, expense, cost or charge arising from or incurred in connection with:</p> <p>a. any fault in the ADSL Broadband Service, any DSL equipment or software we provide due to the Customer's negligence or wilful misuse, or any unauthorised use of any of them; and</p> <p>b. any breach by the Customer of the Acceptable Use Policy.</p> <p>4.2 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.</p> <p>4.3 The Customer indemnifies ADSL Broadband 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.</p>
5. Changing This Agreement	<p>5.1 If the Customer asks us to change the place at which the ADSL Broadband Service is provided (for example, the Customer has moved to a new address), we cannot guarantee that we will be able to provide the ADSL Broadband Service at the new address. If we can provide it, the Customer will have to pay any charges for installing the ADSL Broadband Service at the new address.</p> <p>5.2 If the Customer wants us to provide the ADSL Broadband Service at another place in addition to the Customer's premises, the Customer will have to sign a separate application form with us for the Service provided at that place. The additional Service site will be subject to the terms and conditions outlined in this Agreement.</p> <p>5.3 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 ADSL Broadband 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.</p> <p>5.4 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.</p> <p>5.5 It will be sufficient, for the purposes of clause 5.3, 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.</p>
6. Service Suspension, Cancellation or Amendment	<p>6.1 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 Customer's Service. The Customer will still be liable to pay any applicable fees during the period of suspension if we terminate this Agreement.</p>
7 Resale Of Service	<p>7.1 The Customer agrees that the Service is for the Customer's use and agrees that the Service is not for resale.</p>

D- Customer Declaration

My Signature Indicates Acceptance Of The Terms & Conditions

Signed By An Authorised Representative Of The Customer		Name:	
		Title:	
		Date:	

B – Direct Debit Request Service Agreement

Definitions	<p><i>account</i> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>us</i> or <i>we</i> means Commerce Australia Pty Ltd <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer or whose authorised officer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p>
2. Changes by us	<i>We</i> may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving <i>you</i> at least fourteen (14) days' written notice.
3. Changes by you	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 08 9226 0011.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least fourteen days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your account</i> at any time by giving <i>us</i> fourteen days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
4. Your obligations	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient cleared funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient cleared funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</p> <p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient cleared funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If Commerce Australia is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Commerce Australia on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
5. Dispute	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on 08 9226 0011 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
6. Accounts	<p><i>You</i> should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.</p>
7. Confidentiality	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to PO Box 1287, West Perth WA 6872 .</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>

SECTION B – Credit Card Request (Please note: all credit card transactions incur a 2% fee.)

Card Type: Visa MasterCard Diners Bankcard AMEX

Card Number	
Expiry Date	
Cardholder Name	
Insert your name in full	I/We
Request you until further notice in writing to debit my/our credit card described above, any amounts which Commerce Australia may debit or charge me/us.	
Signature:	Date: