

Phone 1300 130 428
 Fax 02 4340 8499
 PO Box 7220
 Kariong NSW 2250

Island Internet Premium ADSL – Service Application Form

Customer Details:

Customer Name	
Customer ABN	
Contact Name	
Contact Telephone	
Contact Email	
Service Installation Address (N ^o , Street, City, Post Code)	
Actual telephone number for the service	

Contact Details:

Building Access Manager	Telephone	Email

Service Selection, Upstream provider Powertel, \$/month inc-GST:

ADSL Service, with flat-rate data		
256kbps/64kbps	512kbps/128kbps	512kbps/512kbps
163.90	284.90	372.90
1500kbps/256kbps	2048kbps/384kbps	6144kbps/640kbps
603.90	713.90	2145.00
Self- installation – note this does not include any hardware, site visit or wiring:		154.00
Installation – note this does not include any hardware, or wiring:		385.00

Supply of Customer Premises Equipment (CPE, ie Router):

Router		Firewall
--------	--	----------

Customer Declaration:

My signature indicates acceptance of Island Internet's Standard terms and conditions	
Signed by a duly authorised representative of the customer Also sign page two.	
Name:	
Date:	

Phone 1300 130 428
Fax 02 4340 8499
PO Box 7220
Kariong NSW 2250



Island Internet Standard Terms and Conditions

Agreement

Island Internet Services (**we, us**) has agreed to provide you, and you agree to purchase, the service as requested in the Service Application Form (the **Service**) and in accordance with:

- (a) the general Terms and Conditions set out on this page (**General Terms**); and
(b) any other service descriptions and conditions that we agree with you.

The ADSL and/or SHDSL access component of the Service are supplied to us Powertel Pty Ltd ABN 69 001 760 103 (**Powertel**) as a wholesale provider. 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.

1. Initial Term

The initial term of your agreement with us is from the date of connection for twenty-four months. Cancellation within the initial term requires the payment of all connection charges for the un-expired portion of the initial term.

2. General Conditions of Service

By signing this agreement, you agree to and acknowledge the following:

- (i) Powertel 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 this Agreement;
- (ii) where we contract with Powertel for the provision of the Service we may provide name, address, telephone number and other information provided by you (**Customer Information**) to Powertel, its suppliers and its nominees for the purpose of fulfilling such contracts, including those related to the provision of a CPE Router where applicable.
- (iii) Powertel may, at its discretion, provide the Service by using either :
- a. an existing or new Unconditioned Local Loop Service (ULLS); or
b. an existing or new access line which supplies a standard telephone service; provided by Telstra Corporation Limited (**Telstra**) or a reseller of Telstra, depending on the technical and operational requirements of the particular Service.
- (iv) in the case of clause 2(iii)(b) above :
- a. that you are the customer of Telstra or a reseller of Telstra in respect of the standard telephone service;
b. that Powertel can only provide the service whilst you remain a customer of Telstra or a reseller for the standard telephone service;
c. that Powertel will terminate the service if you cease to be a customer of Telstra or a reseller of Telstra;
d. that the installation of the service may cause temporary disruption to the standard telephone service; and
e. that certain incompatible products will not be supplied to you by Telstra or a reseller of Telstra.

3. Use of the Service

You agree to comply with the Powertel Acceptable User Policy (see www.powertel.com.au) which is summarised as follows:

- i) not to send e-mail that may destroy or damage an e-mail recipient's computer;
ii) not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;
iii) not to reveal confidential information about Island Internet, Powertel and/or its suppliers which may result in unauthorised usage of the Services by a third party;
iv) not to transmit information which contains viruses or other harmful components;
v) not to interfere, damage or destroy computer systems operations of the Services including disobeying any requirements, procedures, policies or regulations of Island Internet, Powertel, other users and/or third parties; and
vi) 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.
vii) We reserve the right to terminate or suspend the Service in the event of a breach of this agreement.

My signature indicates acceptance of Island Internet's Standard terms and conditions	
Signed by a duly authorised representative of the customer Also sign page one.	
Name:	
Date:	