

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



ABN 31 054 975 058

Island Internet AccessAdvantage – Service Application Form

Customer Details:

Customer Name		
Customer ABN		
Contact Name		
Contact Telephone		
Contact Email		
Service Installation Address (N ^o , Street, City, Post Code)		
Building Access Manager	Telephone	Email

Access Advantage Service Selection, upstream provider Powertel, \$/month inc-GST:

SHDSL with flat-rate data				
512k/512k \$245.30	1M /1M \$388.30	1.5M/1.5M \$531.30	2M/2M \$674.30	
SHDSL with 3GB/month pre-paid data, excess data \$88.00/GB				
512k/512k \$119.90	1M /1M \$152.90	1.5M/1.5M \$185.90	2M/2M \$218.90	
SHDSL with 0GB/month pre-paid data, excess data \$110.00/GB				
512k/512k \$31.90	1M /1M \$64.90	1.5M/1.5M \$97.90	2M/2M \$130.90	
Number of telephone lines required, \$27.50/line				
4 \$110.00	5 \$137.50	6 \$165.00	7 \$192.50	8 \$220.00

Note the following charges, inc-GST:

Call Type	Connection Fee	Charge/Minute
Local	13.2¢	0¢
STD	16.5¢	8.8¢
Calls to Mobiles	16.5¢	30.3¢
International, Key Destinations	16.5¢	11¢
Line Hunt	\$2.75/line/month	

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 six.	
Name:	
Date:	

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Telephone Lines Not in a Hunt Group:

Line 1			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 2			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 3			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 4			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 5			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 6			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 7			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Line 8			
Source of number	PowerTel <input type="checkbox"/> or	Ported <input type="checkbox"/> Specify number if ported:	
Specify calls to be barred	International <input type="checkbox"/>	190x <input type="checkbox"/>	calls to mobiles <input type="checkbox"/>
Restrict CLI	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	
Directory Listing	No <input type="checkbox"/> or	Yes <input type="checkbox"/>	

Telephone Lines in a Hunt Group:

Line Hunt position	Source of number	Number
Main/Primary	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 1	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 2	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 3	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 4	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 5	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 6	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:
Auxiliary 7	PowerTel <input type="checkbox"/> or Ported <input type="checkbox"/>	Specify Number if ported:

Options Applicable to All Lines in the Hunt Group		
Are calls to overflow to an alternate number if all lines in hunt group are busy?	No <input type="checkbox"/> or Yes <input type="checkbox"/>	Specify Hunt Group Busy destination number:
Are calls to overflow to an alternate number if not answered by hunt group?	No <input type="checkbox"/> or Yes <input type="checkbox"/>	Specify Hunt Group No Answer destination number:
Restrict CLI for all lines in the Hunt Group?	No <input type="checkbox"/> or Yes <input type="checkbox"/>	
Call barring for all lines in the Hunt Group?	No <input type="checkbox"/> or Yes <input type="checkbox"/>	International <input type="checkbox"/> 190x <input type="checkbox"/> calls to mobiles <input type="checkbox"/>
Directory Listing	No <input type="checkbox"/> or Yes <input type="checkbox"/>	Main number <input type="checkbox"/> or specify number:
Forward after rings unanswered	4 <input type="checkbox"/> 6 <input type="checkbox"/> 8 <input type="checkbox"/> 10 <input type="checkbox"/> 12 <input type="checkbox"/>	

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Local Number Portability – Porting Authority Form:

Porting local numbers

Pursuant to the agreement between (customer name) _____
(customer's ABN) _____ ABN ("**Customer**") and
(name of current carrier) _____ ("**Current Carrier**"), the Customer
is the legal lessee of the service numbers listed in the table below, which have existing account numbers also listed in the table below or authorised
agent for the lessee of those service numbers.

Is the Current Carrier also the local access provider for the services that the numbers are to be ported from?	<input type="checkbox"/> Yes <input type="checkbox"/> No	go to Numbers to be ported section complete next item
Is the Current Carrier rebilling line rental charges for the services that the numbers are to be ported from?	<input type="checkbox"/> Yes <input type="checkbox"/> No	local access provider is: _____ this may be a 3 party port, seek PowerTel assistance

Numbers to be ported

Number(s) to be ported to PowerTel Ltd:

Number(s) to be Ported (ten digits)	Current Carrier Account Number	In Rotary Group or EBD	Number(s) to be Ported (ten digits)	Current Carrier Account Number	In Rotary Group or EBD
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

I certify that I have the authority to request on behalf of the Customer, as lessee of the service numbers(s) listed on this form, or as the authorised agent for the lessee, the porting of these service numbers to **PowerTel Ltd**. I acknowledge that cancellation by the Customer of a local number porting request less than 3 hours before the scheduled cutover time may cause a Short Notice Return fee of \$5,000 (plus GST) to be charged to the Customer.

Handover of authorisation

I, on behalf of the Customer, authorise PowerTel to act on the Customer's behalf and to sign and complete a PowerTel Porting Authorisation Form ("**PAF**") and associated paperwork for the purposes of porting the service numbers listed on this form to PowerTel at the service address listed below.

I, on behalf of the Customer, authorise PowerTel's nominated representative to complete and sign on the Customer's behalf and in the Customer's name a new PAF for the purposes of carrying out the port to PowerTel in circumstances where (*untick if authorisation is not granted*):

- This PAF expires
- Additional details are to be added
- Editing or deleting of details is required

This authority will remain in place for 12 months from the date of signature or until such time as PowerTel Ltd is otherwise notified in writing by the Customer.

I certify that all the information contained in this application is both true and correct.

Authorised signature: _____ Date: _____

Name of authorised signatory: _____

Position / title: _____ Phone number: _____

Business name: _____ ABN: _____

Business address: _____ Postcode: _____

Service address: _____ Postcode: _____

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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 Voice, Customer Premises Equipment ("CPE") and DSL access component of the Service and, optionally, the purchase or rental of a CPE Router and any other related services are supplied to us by PowerTel 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. Voice Service Description

The voice component of the Service is a 2-wire analogue PSTN service. A minimum of four voice lines must be initially purchased for each site and retained thereafter during the term of the Agreement. A number of standard and optional features are available, including Call Waiting;

Call Forward (immediate, no answer or busy);

Conference Call (3 way); CLIP;

CLIR;

Call Barring;

Line Hunt (additional Charges apply);

Hunt Group Call Forward No Answer; and

Hunt Group Call Forward Busy Local number portability enables customers to transfer existing service numbers from the other suppliers to PowerTel when connecting to the Service. Alternatively, PowerTel may allocate numbers for customers if required.

2. Minimum Term

a) The Agreement has a minimum term which starts on the date the service is commissioned of 24 months.

b) Termination of the Agreement before the end of the Minimum Term will result in us charging you a termination charge which shall be equal to the total of the remaining monthly recurring fees for the Service, including any minimum call charges (if any), that would have been applicable for each whole month or part thereof from the date of termination until the end of the Minimum Term.

3. General Conditions of Service

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

a) You authorise us to act as the Customer Authority (CA) to enable us to purchase Unbundled Local Loop (ULL) or multiples of such and to disclose such authority to other carriers in response to a request;

b) You acknowledge that each Service will be subject to a service qualification process and hence post application form signature PowerTel reserves the right to non delivery if service qualification process shows possibility of failure on delivery;

c) You acknowledge that equipment to be connected to the voice component of the Service must be approved by the Australian Communications Authority ("ACA") for connection to the Public Switched Telephone Network;

d) You acknowledge that the following operating conditions are not supported by the voice component of the Service and may affect service levels :

i. Ring detection in Customer Equipment where the total Ringer Equivalence Number (REN) on a line is greater than 2.5.

ii. End to end signaling via line conductors, Cailho or phantom circuits.

iii. Data modems and facsimile Customer Equipment working at data signalling rates greater than 2400 bit/s.

iv. Data modems and facsimile Customer Equipment not conforming to ITU-T Recommendations V.17, V.29, V.34 or V.90.

v. Two (2) or more telephones or equivalent apparatus in the off hook condition at the same time.

e) You acknowledge and agree that if you apply to port geographic service numbers from the other supplier's to the Service (a process commonly referred to as local number portability) that we and PowerTel do not warrant such a port or that numbers can be successfully ported to PowerTel or vice versa;

f) You agree that you will make reasonable use of the Service. For the avoidance of doubt, it is unreasonable use of the voice component of the Service if on average 95% of local calls made have a duration of 60 minutes or more on any particular Service. Such unreasonable use of the Service will be considered misuse and we shall be able to terminate the Service in such circumstances;

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- g) PowerTel will need to install the CPE and cabling in your premises as PowerTel considers necessary to provide the Service. You authorize PowerTel and/or PowerTel's contractors to :
- i. install, disconnect, maintain, repair and replace any part of the CPE and cabling
 - ii. connect the CPE and cabling to any equipment in order to enable PowerTel to deliver the Service; and
 - iii. enter the premises and take all steps reasonably necessary to fulfill PowerTel's obligations recover any CPE, cabling or other equipment on termination of the Service.
- h) If you do not own the premises where the Service is to be installed, you warrant that you have notified the owner and obtained all necessary permissions to enable PowerTel to deliver the Service and for you to confer on PowerTel all rights under this Agreement
- i) All CPE remains the property of PowerTel (or its nominee). You take all risk to protect the CPE from any loss or damage;
 - j) The CPE must only be used to access the Service provided under this Agreement at the premises to which PowerTel installs it. You must not, nor allow anyone else to, attempt to remove, repair, alter or interfere with the CPE;
 - k) You authorise PowerTel and/or PowerTel's contractors or will ensure authorisation for PowerTel or PowerTel's contractors to disconnect, install or make amendments to any autodiallers, keysystems or PABX programming at your premises or the premises of your end user in order for PowerTel to provide the voice Services;
 - l) You acknowledge that you have no right, title or interest in any number allocated to you as part of the Service (including all telephone numbers and Internet Protocol addresses). We will comply with the National Numbering Plan administered by the ACA and reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACA. We will notify you of any numbering change, which will affect you;
 - m) You acknowledge that if PowerTel is not able to support your current long distance preselection choice that your long distance service will default to PowerTel.
 - n) If you do not bar Calling Line Identification ("CLI") in respect of calls made from the voice Services, when a call is made from the voice Services, your telephone number may be sent automatically to the equipment of the called party. You further agree that if a party calling the voice Services has not barred CLI from calls made from its equipment, the telephone number of the calling party may be displayed on the screen of your handset which receives the call, if the handset is technically capable of displaying CLI;
 - o) You acknowledge that i. that PowerTel or its suppliers are not liable to you in relation to any Services or delay or failure in providing any Services; ii. We are acting as your authorised agent or representative in our dealings with PowerTel insofar as this is required to comply with industry codes and practices for the provision of the Service.
 - p) that PowerTel, its contractors or its suppliers be provided sufficient and timely access to your premises to inspect or test equipment which may be causing interference or danger or in connection with the provisioning, maintenance, repair or other obligations they may have in respect of the Service;
 - q) that you must not interfere with the normal operation of the Service or make it unsafe;
 - r) Customer Information provided by you may, with our consent, be used by PowerTel for the purposes of or connected with a carrier or carriage service provider continuing to provide a DSL service to you which is similar to the Service; and
 - s) where the Service requires you to be responsible for obtaining carriage services from a third party carrier or carriage service provider in order to access the Service (eg. non ADSL or SHDSL access to the Service) that you are totally responsible for the charges (including access fees and call costs) and other obligations related to the supply of the carriage services to you by that third party.
 - t) You acknowledge that the Service is being provided for business use and are supported by a Service Level Agreement and that as a consequence you waive in whole your protection and rights under the Customer Service Guarantee standard as determined by the ACA under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.

4. Provisions relating to supply of a CPE

You acknowledge and agree that your use of the CPE is on the terms and conditions of this Agreement as follows :

- a) we will arrange for the CPE to be delivered, installed and configured at the premises specified in the Service Application Form;
- b) you are granted a non-exclusive, revocable, non-transferable licence to use the software installed on the CPE for the sole purpose of receiving the Service;
- c) your possession and use of the CPE is subject to the title and other rights of PowerTel and its suppliers and you have no legal or other interest in the CPE Router other than under this agreement;
- d) you grant PowerTel, its nominees an irrevocable license to access the premises where the CPE is situated to inspect, repair, modify and/or remove the CPE during the term of this agreement and to disconnect and remove the CPE on the expiration or termination of this agreement, or on default by us under any agreement between us and PowerTel or on the General Terms for End Customer Voice Contracts Version 1.2 21/05/04 General Terms for End Customer Voice Contracts Doc No. PMR 00 123 Page 2 of 2 expiration or termination of any agreement necessary for us to provide the Service or the CPE, whether or not we are a party to that agreement;
- e) you will not remove the CPE Router from your premises without the prior consent of PowerTel;
- f) you will not remove any nameplate identifying the CPE as the property of any third party or make any alterations or additions to the CPE;
- g) you will not sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, bail or otherwise dispose of the CPE Router without our prior written consent. If any person seizes or attempts to seize the CPE Router, you will notify PowerTel and you will notify that person of the title and other rights of PowerTel and its supplier concerning the CPE Router;
- h) if the CPE is no longer able to be used, is not operating or is lost, destroyed or damaged while on your premises, you will notify PowerTel. We may require you to reimburse us for the reasonable cost of replacement or repair. If the CPE is not in your possession, you will do everything you can to assist us to locate the CPE; and
- i) you must immediately return the CPE to PowerTel upon the expiry or termination of this agreement for any reason.

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- j) you will ensure that the CPE is operated and housed in an environment which meets the manufacturer's requirements and will not affix the CPE to any real property; and
- k) you will use the CPE for ordinary business purposes only. You will not use the CPE Router for any illegal or unlawful purpose which may result in its confiscation or seizure or to supply the Service or similar services to third parties;

5. Use of the Service

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

- a) not to knowingly send e-mail that may destroy or damage an e-mail recipient's computer;
- b) not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;
- c) not to reveal confidential information about PowerTel and/or its suppliers which may result in unauthorised usage of the Services by a third party, except where you are required by law to disclose such information;
- d) not to knowingly transmit information which contains viruses or other harmful components;
- e) not to interfere, damage or destroy computer systems operations of the Services including disobeying any requirements, procedures, policies or regulations of PowerTel, other users and/or third parties;
- f) not to knowingly store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws; and
- g) only to use the Service in the manner described in the application for the Service that has been accepted by PowerTel. We and PowerTel 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:	