

2. Important Information (relating to the Rate Sheet above)

^a For full Terms and Conditions please see the BudgetNet Standard Customer Agreement at www.budgetnet.net.au and for a full price list for accessing and using any iBurst service please call us on 1300 887 057.

^c Modem Charge and Minimum Monthly Charge is inclusive of GST. The Modem Charge includes delivery. The modem includes a standard 12 month manufacturers warranty only (available on request). For all ("Bring Your Own" equipment) BYO plans there is no Modem Charge. For all BYO plans the balance of the standard 12 month manufacturers warranty applies on equipment provided by your previous service provider. After sales support provided by calling BudgetNet on 1300 887 057 or email info@budgetnet.net.au

^d ADSL Excess usage charges are inclusive of GST per 1MB (on downloads and uploads). Pricing is on a per MB (1MB=1,024KB) basis rather than per minute which means you only pay for the amount of information you send and/or receive.

3. Privacy and SPAM

If you are a natural person we will collect personal information about you, including but not limited to your electronic contact details such as email. If you are a business we will collect information about your business including but not limited to your electronic contact details such as email. Clause 7 of the Standard Customer Agreement contains provisions about the use by Budget Telecom Pty Ltd (ABN 57 110 113 365) of your personal information and business information. A summary of clause 7 of the Standard Customer Agreement is set out in the Summary provided with this Application. You should also read the provisions in clause 7 of the Standard Customer Agreement to be found at www.budgetnet.net.au. By signing this Application you confirm that you have read and understood and you agree to those provisions.

If you would prefer that we do not use your personal information and/or business information for direct marketing and/or for sending commercial electronic messages, as defined under the SPAM ACT 2003, please tick this box.

4. Credit Checks

Prior to BudgetNet accepting your application, you must provide to us all information relevant to our assessment of your credit rating.

You consent and acknowledge that you:

- understand that the Privacy Act allows us to give a credit reporting agency certain personal information about you. The information we disclose to a credit reporting agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations) and cheques drawn by you for \$100 or more which have been dishonoured more than once;
- agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for the purposes of assessing your application and assisting in collecting overdue payments and to our obtaining information about your commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you;
- agree to our giving to and obtaining from any credit provider named in your Application or in a credit report on you issued by a credit reporting agency, information about your credit arrangements for the purposes of assessing your Application, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit worthiness; and
- understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

5. Declaration

I (the Customer) apply to Budget Telecom Pty Ltd (ABN 57 110 113 365) trading as BudgetNet for the supply of the Data & Internet Services and Equipment as indicated in this application and attached schedules (if any) of this Application and acknowledge that:

- i. Data & Internet Services and Equipment are provided subject to the Standard Customer Agreement which is a standard form of agreement for the purposes of Part 23 of the Telecommunications Act 1997 as filed with the Australian Communications and Media Authority from time to time;
- ii. by signing this Application I agree that I have been given the opportunity to read, or I have read, and agree to abide by the terms and conditions set out in the Standard Customer Agreement (and the Acceptable Use Policy);
- iii. BudgetNet will bill me for the Data & Internet Services (including Excess Usage Charges) and Equipment in accordance with BudgetNet current prices as set out in the Rate Sheet;
- iv. Early termination charges will apply (as set out in the Standard Customer Agreement) if I terminate during the my Contract term;
- v. By executing this Application the signatory warrants that the signatory is duly authorised to execute this Application on behalf of the customer set out in item 1 above;
- vi. The Standard Customer Agreement and a copy of this Application are available on request from BudgetNet or by calling 1300 887 057. A copy of the Standard Customer Agreement can also be found on our website at www.budgetnet.net.au
- vii. BudgetNet will bill me in advance for the Monthly Charge;
- viii. I will pay my monthly account by direct debit using a current credit card. This payment will be deducted from my credit card on the due by date printed on each current invoice.
- ix. BudgetNet will bill me for and I must pay the full Modem charge unless I nominate a 24 month Bundled Contract;

Important notice to the customer - If you are a sole trader or partnership in NSW or a customer in Northern Territory you are entitled to rescind (i.e. cancel) the contract you made at any time within the 5-business day cooling off period for NSW (that ends 5 clear business days from the day we accept this Application) and 10-calendar day cooling off period for Northern Territory (that begins on the day we accept this Application), by sending a rescission and cancellation notice.