

1. Customer Information

If you have an existing Budget Telecom account, specify account number 1000

Customer Name, Residential Account _____

Company/Account holder name (as per ACN/ARBN) _____

ACN/ABN _____ Trading As _____

Contact name _____

Telephone Number _____

Telephone number for
ADSL connection

Date Of Birth (Sole Trader/Personal Only) _____ Drivers Licence No (Sole Trader/ Personal Only) _____

Address for ADSL/
Dial up connection _____

_____ State _____ Postcode _____

Billing address (if different) _____

Telephone _____ Fax _____

Email _____ Website _____

Initial Contract No Contract (dial up only) 12 Month with Modem 24 Month with Modem 24 Month Bundle with Modem
 12 Month no Modem 24 Month no Modem 24 Month Bundle no Modem

One must be selected

Maxilock Identity Safe \$59.95 on first invoice
 12 or 24 Month commitment

Preferred Username _____ @budgetnet.net.au
(max 50 characters, no names or symbol, must be alphanumeric e.g. First name and DOB)

Current Internet Provider (ADSL only): _____ Preferred Password: _____

| Access Plans | ADSL 256/64k | | |
|--------------|----------------------------------|------------------------|--------------------------------|
| Plan Code | Monthly Usage Allowance Download | Monthly access charges | Excess Download charges per MB |
| B1 | 3GB | \$46.95 | \$0.12 |
| B2 | 5GB | \$59.95 | \$0.10 |
| B3 | 8GB | \$72.95 | \$0.08 |

| Access Plans | ADSL 8000/384k | | |
|--------------|----------------------------------|------------------------|--------------------------------|
| Plan Code | Monthly Usage Allowance Download | Monthly access charges | Excess Download charges per MB |
| B15 | 5GB | \$112.95 | \$0.10 |
| B16 | 10GB | \$125.95 | \$0.08 |
| B17 | 20GB | \$231.95 | \$0.06 |

| Access Plans | ADSL 512/128k | | |
|--------------|----------------------------------|------------------------|--------------------------------|
| Plan Code | Monthly Usage Allowance Download | Monthly access charges | Excess Download charges per MB |
| B4 | 2GB | \$59.95 | \$0.12 |
| B5 | 5GB | \$72.95 | \$0.10 |
| B6 | 8GB | \$85.95 | \$0.08 |

Selected Plan

| ADSL Activation Charges | | | |
|-------------------------|-----------|-----------|-----------------|
| New Connection | 12 Months | 24 Months | 24 Month Bundle |
| | \$120.00 | \$70.00 | \$50.00 |

| Modem Charges | | | |
|---------------|-----------|-----------|-----------------|
| ADSL Modem | 12 Months | 24 Months | 24 Month Bundle |
| | \$50.00 | \$30.00 | \$0.00 |

| Access Plans | ADSL 1500/256k - 512/512k | | |
|--------------|----------------------------------|------------------------|--------------------------------|
| Plan Code | Monthly Usage Allowance Download | Monthly access charges | Excess Download charges per MB |
| B7/B11 | 3GB | \$87.95 | \$0.12 |
| B8/B12 | 8GB | \$99.95 | \$0.10 |
| B9/B13 | 15GB | \$151.95 | \$0.08 |
| B10/B14 | 20GB | \$191.95 | \$0.06 |

| Miscellaneous Charges | |
|-----------------------|---------------------|
| Speed Change | \$65.00 per service |
| Visit Customer site | \$99.00 per hour |

1. Minimum contract term is 12 months.
2. Budget Telecom does not guarantee the maximum transmission rate listed above can be achieved
3. Payment is by Direct Debit only.
4. Early commitment termination fees apply.
5. All pricing includes GST
6. All services invoiced 1 month in advance.

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. Commencements and Termination

- This agreement commences for Dial up customers when you give your verbal authorisation via a recorded VAP or by signed Application for Service form. For ADSL customers, the agreement commences when the line is provisioned for ADSL.
- Termination fees apply to services cancelled within a commitment period.
- If you terminate your ADSL internet service within the minimum term the remainder of the contract will be applied to your account. If a modem is supplied free of charge on a 24 month Bundled package a \$150.00 fee will also be applied to your account upon early termination.
- If you terminate your Dial-up internet service within the minimum term, a \$120.00 early termination fee will be applied to your account.
- We may terminate this agreement immediately if you have breached this agreement. You can not assign your rights under this agreement without our consent, but we can assign our right without your consent.

4. 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.

5. 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.

6. 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:

- 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;
- 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);
- 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;
- Early termination charges will apply (as set out in the Standard Customer Agreement) if I terminate during the my Contract term;
- 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;
- 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
- BudgetNet will bill me in advance for the Monthly Charge;
- 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.
- BudgetNet will bill me for and I must pay the full Modem charge unless I nominate a 24 month Bundled Contract;
- If I terminate this agreement within the nominated contract period, the balance of the term payments and the modem cost becomes due and payable.**

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.

Customer signature _____

Date _____

Name _____

Code _____