

iBurst Service Application

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/ARBN _____ ABN _____

Trading as (if applicable) _____ No. of years trading _____

Contact name _____

Email _____ Telephone _____

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

Technical manager _____

Email _____ Telephone _____

Street address _____
State _____ Postcode _____

Billing address (if different) _____

Telephone _____ Fax _____

Email _____ Website _____

Initial Contract Month to Month 12 Months 24 Months

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

Email address/fax number for sending of BudgetNet iBurst username and password _____

Delivery Address of BudgetNet iBurst Modem _____
(if different to address above)

[For Customers churning to BudgetNet](#)

Laptop BYO

Desktop BYO

Current iBurst username (i.e. [username@realm.com/au](#)) _____

Current iBurst modem UTID (on back of modem) _____

Current iBurst modem serial number (on back of modem) _____

2. Initial Contract Period (tick all relevant options)

<input type="checkbox"/> Laptop Month to Month	<input type="checkbox"/> Laptop 12 Months	<input type="checkbox"/> Laptop 24 Months
<input type="checkbox"/> Desktop Month to Month	<input type="checkbox"/> Desktop 12 Months	<input type="checkbox"/> Desktop 24 Months

3. Service Plan and Equipment (tick all relevant options)

<input type="checkbox"/> Intro Low	<input type="checkbox"/> Intro Medium	<input type="checkbox"/> Intro High
<input type="checkbox"/> Standard Low	<input type="checkbox"/> Standard Medium	<input type="checkbox"/> Standard High
<input type="checkbox"/> Pro Low	<input type="checkbox"/> Pro Medium	<input type="checkbox"/> Pro High
Type of Equipment	<input type="checkbox"/> Laptop Modem	<input type="checkbox"/> Desktop Modem



4. Rate Sheet Standard Plans

\$0.00 Modem Charge for customers that transfer their current iBurst equipment to BudgetNet (BYO only)^c

BudgetNet iBurst Modem Plans

Plan	Speed down/up	Included Data ^d	Modem Charge ^c (incl. GST)			Monthly Usage Charge ^c (incl. GST)
			0 Months	12 Months	24 Months	
Intro Low	256/64	200MB	\$399.00 once off	\$35.00 per month Total Cost \$420.00	\$18.00 per month Total Cost \$432.00	\$29.95
Intro med	512/128	200MB				\$34.95
Intro High	1Mbps/256	200MB				\$39.95
Standard Low	256/64	500MB				\$44.95
Standard Med	512/128	500MB				\$49.95
Standard High	1Mbps/256	500MB				\$54.95
Pro Low	1Mbps/256	1GB				\$74.95
Pro Med	1Mbps/256	2GB				\$99.95
Pro High	1Mbps/256	10GB				\$199.95

5. Additional Equipment

Equipment Type ^e	Cost (incl. GST)
Wireless Laptop Access Card	\$399.00
Wireless Desktop Access Bridge	\$399.00

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

^a Our network provides coverage in the metro areas of Sydney, Melbourne, Brisbane, Canberra and the Gold Coast. For the latest iBurst coverage information and more details visit www.budgetnet.net.au or call Budget Telecom on 1300 887 057. BudgetNet iBurst coverage is subject to network limitations, geographic and technical availability.

^b 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 a Laptop or Desktop modem, Modem, delivery and monthly payments but excludes a laptop or computer hardware. The Laptop and Desktop modem includes a standard 12 month manufacturers warranty only (available on request). For all ("Bring Your Own" iBurst equipment) BYO plans (that is, BYO Laptop Modem Plan and BYO Desktop Modem Plan) there is no Modem Charge and it does not include a Laptop or Desktop modem, Modem, delivery, laptop or computer hardware. 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 **Excess usage charged at \$0.15 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. Your included data is provided monthly and will not roll over to the next month.

^e The cost of hardware includes delivery but excludes Modem.

7. 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.

8. 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.

9. 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 items 2 to 4 above 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 Standard Plans;
- 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 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.

Customer signature _____	Date _____
Name _____	Position _____

For Office/Partner Use Only	
I have verified the applicant's signature and confirm that the appropriate identification has been sighted	
Authorised signature (partner representative) _____	Date _____
Full Name _____	Title _____
Channel Partner _____	CP Code _____

Form for Debiting Credit Card or Financial Institution Account

Direct Debit (via Credit Card or Financial Institution Account)

Budget Telecom, means Budget Telecom Pty Ltd, ABN 57 110 113 365 – Debit User ID. 056116

I/We request and authorize Budget Telecom or its billing agent, until further notice, to arrange payment of my Budget Telecom account as per details below, by debiting my savings/cheque/credit card account as described in the form below. I understand that processing this request will take approximately 10 working days and is only valid if the original form is correctly filled in and received by Budget Telecom. I acknowledge that Budget Telecom may terminate this request at any time by written or verbal notice and I must adopt an alternative method of payment.

Budget Telecom Customer Name and Address
(Please print)

Budget Telecom Account Number
(Top left hand corner of your account)

or Phone Number

Payment Method (Please select one payment method – either option 1 or 2 below)

Option 1. Direct Debit Request (Financial Institution Cheque/Savings Accounts)

I/we request that moneys due in terms of my Budget Telecom account, covered by this document, be drawn by Budget Telecom Pty Ltd (User ID. 056116) under the Direct Debiting System from my/our account conducted with

Name and Address of Financial Institution: (please print)

Account Name (please print) – (Given Name & Surname/Company or Business Name ACN or ABN)

BSB Number:

Account Number:

I/we acknowledge that this direct debiting arrangement is governed by the terms of the Direct Debits- Conditions of Use received from you.

Customer Signature: (If Joint account all signatures are required)

Date: (dd/mm/yy)

Option 2. Credit Card Payment

Please debit my credit card account indicated below: (Please indicate with an X)

Visa

Mastercard

Bankcard

American Express

Diners

Card Holder Name:

Card Number:

Expiry Date:

Cardholder Signature:

Date: (dd/mm/yy)

Direct Debit – Conditions of Use.

Our commitment to you:

Drawing Arrangements: We will advise you, in writing, the details of the direct debit drawing arrangements (amount-frequency-commencement date) at least 10 calendar days prior to the first drawing. Where the due date falls on a non-business day, we will draw the amount on the next business day. We will not change the amount or frequency of drawing arrangements without your prior approval. We reserve the right to cancel the direct debit drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution or credit card issuer and to arrange with you an alternative payment method. We exclude any and all liability to you for any losses of any kind that you may suffer from the occurrence of such an event. We will keep all information pertaining to your nominated account at your Financial Institution or credit card issuer, private & confidential. You agree that we hold all intellectual property rights in all material provided to you by Budget Telecom relating to Direct Debits and you agree not to in any way breach such intellectual property rights. We exclude all liability to you for any and all consequential losses suffered by you from any act or omission by us in complying with a Direct Debit from you, including but not limited to loss of revenue or economic loss, loss of profit, loss of anticipated savings or business, loss of data or goodwill, claims by third parties and costs and expenses associated with or incidental to any such losses. Our liability to you for any and all losses suffered by you as a result of any act or omission by us in complying with a Direct debit from you is limited to debiting your nominated account correctly and refunding you any amounts the we have wrongfully debited from your nominated account. You acknowledge that we are not in any way liable to you or to any third party for any claims against us resulting from your acts or omissions or the acts or omissions of any third party and you agree to indemnify us for any losses that we may suffer as a result of such claims being made against us.

Your rights:

You may terminate the Direct Debit drawing arrangements at any time by giving written notice to us. The termination will take effect from the invoice issued after the termination. You may request change to the drawing amount and/or frequency of Direct Debit drawings by contacting us and advising your requirements no less than 10 business days prior to the due date. Where you consider that a drawing has been initiated incorrectly (outside Direct Debit arrangements) you should take the matter up directly with us.

Your commitment to us: It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. Should a drawing be returned unpaid by your financial institution or credit card issuer then the appropriate decline fee will be applied to your Budget Telecom account from which the Direct Debit drawing was to be applied. It is your responsibility to ensure that the authorisation given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution or credit card issuer where the account is based. It is your responsibility to advise us if the account if the account nominated by you to receive the Direct Debit drawings is transferred or closed.

It is your responsibility to arrange with us a suitable alternative payment method if the Direct Debit drawing arrangements are cancelled either by yourselves or the nominated Financial Institution or credit card issuer.

THE APPLICATION MUST NOT BE FAXED. PLEASE RETURN THIS FORM TO:

Budget Telecom, PO Box 1250, Burleigh Heads, QLD 4220