



MYSHARE
MAKING A WORLD OF DIFFERENCE

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TELARUS
Premium Quality - Great Rates - Excellent Service

residential - DSL services application (form 1RD)

Customer information (please complete using BLOCK LETTERS)

new customer

existing customer

Mr / Mrs / Miss / Ms / Dr / Other first name: surname:

previous names:
yes no name/s

home phone (please include the area code) work phone (please include the area code) mobile phone

email: acct p/word (6-8 characters)

current employer: occupation: with current employer (Yrs/Mnths)

home address: date of birth: / / driver's license number

owner renting other time at this address (Yrs/Mnths) /

street address

previous address if less than 2 years state: postcode:

postal address

ADSL Service New Service (Standard) Service Upgrade Telarus ADSL Plan Code

Contract Term 6Mths 12Mths 24Mths Onsite Installation Required YES NO Connection Fees \$ FNN

Monthly Recurring: Speed & Data Bundle (Please tick box)

1	<input type="checkbox"/> 256K/64K with 200Mb (\$29.95)	2	<input type="checkbox"/> 256K/64K with 10Gb (\$49.95)	3	<input type="checkbox"/> 256K/64K with 25Gb (\$69.95)
4	<input type="checkbox"/> 512K/128K with 1Gb (\$49.95)	5	<input type="checkbox"/> 512K/128K with 10Gb (\$59.95)	6	<input type="checkbox"/> 512K/128K with 25Gb (\$79.95)
7	<input type="checkbox"/> 1.5Mb/256K with 1Gb (\$79.95)	8	<input type="checkbox"/> 1.5Mb/256K with 10Gb (\$89.95)	9	<input type="checkbox"/> 1.5Mb/256K with 25Gb (\$109.95)
10	<input type="checkbox"/> 512K/512K with 1Gb (\$79.95)	11	<input type="checkbox"/> 512K/512K with 10Gb (\$89.95)	12	<input type="checkbox"/> 512K/512K with 25Gb (\$109.95)

payment method Standing Authorisation via Credit Card (Take advantage of your card's rewards program!) on account

card type Visa Mastercard American Express Diners Club

card number card expiry /

name on card

invoice delivery method electronic invoice in PDF format via email (default) paper email via postal mail

I agree to acquire the goods and/or services set out above (including where applicable to transfer services to Telarus as set out above) on the terms of Telarus' standard form of agreement "SFOA" and warrant that I have the authority to do so and that all details provided are true and correct. I have read the SFOA summary and agree to be bound by the SFOA. I consent to Telarus obtaining and using credit information about me in order to assess my creditworthiness in relation to this application.

signature of customer date: d / m / y / /

write the cause you'd like your telephone services to support

full name

office use only

salesperson ID - dealer ID - customer ID - / /

IMPORTANT INFORMATION: A SUMMARY OF YOUR AGREEMENT WITH TELARUS

SFOA and this summary

We provide services to you subject to a standard form of agreement (“SFOA”) which has been lodged with the Australian Communications Authority under the *Telecommunications Act 1997* (Cth). This is a summary of the SFOA. The SFOA, not this summary, contains the terms of our agreement with you (the “agreement”).

This summary is for information purposes only and has no legal effect. Nothing in this summary affects the operation or interpretation of the agreement, nor does it constitute a term, condition, warranty, representation or collateral agreement.

Goods and/or services we supply to you

The SFOA governs the provision of goods and/or services by us, to you. The goods and/or services are those which are identified on an application form which you have signed and we have accepted.

The service is personal to you and the persons authorized on the application form. You must not permit any other person to use the service and must not re-sell the service.

We may either provide the service directly or be a reseller of the service provided by one or more wholesale providers.

Charges and billing

Depending on the goods and/or services we supply to you, we may charge you connection charges, recurring charges, fixed charges, usage-based charges, charges for other services provided in connection with a service, number reservation charges and other charges. In some circumstances, we may also charge you credit charges, dishonoured transaction charges, suspension, disconnection and reconnection charges. If the services are supplied for an agreed term, we may charge termination charges; in some cases this may be the charge that would otherwise be payable for the remainder of the term. For some services, the charges may vary depending the time of day or week when you use the service. We may also provide a credit, discount or rebate for some goods or services; these would be separately notified to you. The amount of our charges are as notified at the commencement of the agreement, or as may be varied by us from time to time and notified to you. You can obtain up-to-date information about our charges by contacting us on the details provided below.

Fees and charges which are known in advance may be invoiced in advance. Other fees and charges may be invoiced monthly in arrears. Payments are due within 14 days of the date of invoice. We may offer you different ways of paying your bills, which would be separately notified to you.

If you are late in paying an invoice, we may charge you interest, or disconnect the service. In any case, you must continue to pay for the service. In general, you must raise any billing disputes within 12 months of the relevant invoice.

We may require you to provide security in a form (such as a security bond) and amount reasonably determined by us, in relation to your obligations to us. We may require this, for example, if we are concerned about receiving payment from you.

Term and termination

The agreement commences when we accept your application form and continues for the period set out in the application form or until terminated.

We may suspend or terminate the agreement: (a) in the event of you committing a defined abuse (which means, depending on the type of service, misuse of the service including without limitation: (i) giving an unauthorized person your account and password details; (ii) deliberately or recklessly disrupting our service; (iii) engaging in the practice known as spamming; (iv) using the service in an unlawful manner; (v) using the service to menace or harass others; (vi) using the service to obtain unauthorized access to any network; or (vii) as otherwise reasonably determined by us); (b) if the charges are not paid in accordance with the agreement or if your payment is refused or dishonoured; (c) if there is a significant change or likely significant change in your financial position; (d) if you breach any provision of the agreement; (e) if your (being a natural person) die or (being a company) are wound up or (being a partnership or association) are dissolved; or (f) if your (or any related body corporate or any associate) breaches any other agreement with us (or any related body corporate or any associate).

We may suspend the service while investigating any complaint or reasonable suspicion of illegal behaviour or defined abuse and may monitor or limit the service if permitted by law or required by direction of a competent law enforcement official or authority.

We may suspend the services in an emergency if we consider it necessary to do so to safeguard the provision of services to other customers or for any other reasonable reason.

We may immediately terminate the agreement if the agreement is suspended for a continuous period of 14 days or more.

Variations

The terms of the agreement including the charges and the services are subject to change by us. We will give your not less than 30 days' written notice of any changes. In the event that the services are substantially limited by such changes, you shall be entitled to terminate the agreement by written notice to us, provided you must pay for any goods supplied or services performed up to the time of termination.

An up-to-date version of the SFOA may be obtained from us on the details below, or found at www.telarus.com.au/terms.

Personal information

We may make enquiries to investigate your creditworthiness including the making of enquiries of persons nominated as trade referees, your bankers or any other credit providers (the “information sources”) and you authorise the information sources to disclose relevant information to us. We may also obtain a credit report from a credit reporting agency containing personal information for the purpose of assessment of your application or for the purpose of the collection of payments which are overdue in respect of any credit provided by us.

We may give to or obtain from another credit provider, any information derived from a report to assess an application for service, your creditworthiness and your continuing creditworthiness. Items of personal information about you and permitted to be kept on a credit information file, may be disclosed to a credit reporting agency.

You authorize us to provide personal information to our suppliers to the extent necessary to fulfil our obligations under the agreement.

We may also collect your personal information and use it for the following purposes: (a) to provide information about other goods or services which we or any of our related bodies corporate may offer; (b) to disclose to credit reference associations and credit reporting agencies for the purpose of providing services or other credit providers providing services; (c) for purposes related to or arising out of our provision of services and credit or commercial credit, to you. You give your consent to the types of use of information described in the SFOA.

You give your consent to us sending electronic messages (including commercial electronic messages) within the meaning of the *Spam Act 2003* (Cth), to you.

Limitations and exclusions

You acknowledge that: (a) faults related to the provision of the service may occur; (b) we do not warrant that the service will be uninterrupted or error free; (c) we shall not be liable or responsible for faults outside our control; and (d) any restoration targets which we provide to rectify faults may be subject to the performance of third parties.

We accept no responsibility for the performance of any third party which may be relevant to the provision of the service. You use the services and any software or equipment supplied by us at your own risk.

You acknowledge that: (a) we shall not be obliged to supply any goods or services on any terms more favourable to you than the terms on which such goods or services are supplied to us; (b) we may at any time impose on you any term, condition, warranty, limitation or exclusion which our upstream supplier imposes on us; (c) if our upstream supplier increases the price at which it supplies any necessary or relevant goods or services to us, we may immediately alter any applicable charges to reflect such increase; and (d) we may immediately suspend or terminate the agreement without any liability to you if for any reason we no longer acquire any necessary or relevant goods services from an upstream supplier.

The agreement includes terms implied by any statute which cannot be lawfully excluded, including those implied by the *Trade Practices Act 1974* (Cth) and corresponding state and territory legislation. However, in relation to the supply of goods or services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of those terms (other than section 69 of the *Trade Practices Act* and corresponding state and territory legislation) will be limited, at our option, to any one or more of: (a) in the case of goods, the replacement, repair or payment of the cost of replacement or repair of the goods; and (b) in the case of services, supplying the services again or payment of the cost of having the services supplied again.

Our liability is entirely excluded for any indirect or consequential loss or damage.

Other matters

We aim to resolve customer complaints in a quick, efficient and amicable manner. If you have any complaints regarding the agreement, please contact us on the details below.

We will provide a fault reporting service for the service, generally accessible during business hours. Unless instructed by us, you may only contact us (but not our suppliers) concerning faults related to the service. You should promptly report any faults to us.

To the extent required by law, the telecommunications customer service guarantee applies to the services. Further information regarding this matter may be found at www.aca.gov.au.

In the event of a dispute arising under the agreement which we and you cannot resolve, you may have rights under the Telecommunications Industry Ombudsman scheme. Further information regarding this matter may be found at www.tio.com.au. You may also have rights under applicable fair trading legislation in your state or territory.

We may assign or novate any of our rights or obligations under the agreement and you shall be deemed to have consented to such assignment or novation.

The laws of Victoria govern the agreement and each party irrevocably submits to the jurisdiction of Victorian courts and tribunals.

For further information, please contact us on:

phone: 1300 368 521

e-mail: customer.service@telarus.com.au