



ADSL Account APPLICATION
ADNET Audio & Internet (ABN 97 852 426 419)
& Mid North Coast Internet
Phone: 1300 657 213

Email: info@adnet.com.au
Web: http://www.adnet.com.au
ADNET Accounts Dept
33 Haslemere Cr ,Buttaba, Lake Macquarie 2283.

DATE.....

NAME.....

CONTACT NAME (if a business).....

STREET ADDRESS (required).....

POSTAL ADDRESS.....

WORK PHONE..... HOME PHONE.....

The phone number I want to use for ADSL Service is.....

ADSL Install address.....

ADSL Speed required - 256 - 512 – 1500 – 8Mb – 512/512 (please circle)

ADSL Data required..... (please refer to current price list)

Set up Fee \$145 Monthly Fee.\$.....

Current email address.....

Agreement:

I confirm I have read the complete Terms and Conditions which are part of this agreement between me and ADNET Audio & Internet and Mid North Coast Internet. I understand that I must provide the telephone line, approved ADSL modem, and a computer in good working order and I am responsible for all telecommunications charges and monthly excess data charges

I understand that ADNET will supply phone and /or email support for issues to do with configuration of only the stand alone computer to which the ADSL modem is connected . Any other support is offered at ADNET's discretion and ADNET does not provide support for problems arising from installation by myself or any other party, or customer network issues at the customer premises. Any advice is given in good faith and I will use this at my sole risk, assuming all responsibility for loss of any kind.

I understand that in some cases it may not be possible to provide the ADSL Service and in such an event both parties will be released from their obligations under this Agreement and ADNET will have no liability to the customer. The customer accepts that some services offered by the Third Party Carrier's network infrastructure are incompatible with the ADSL service and may not be available to the customer after the connection to the ADSL network.

I acknowledge that ADNET cannot be held responsible for any loss incurred by the customer because of faults and/or failures within the Third Party Carrier's Network infrastructure.

I understand that the ADSL Service is supplied by a third party and thus neither ADNET nor Mid North Coast Internet can guarantee the availability or performance of the service and all queries regarding faults and outages of the ADSL service must be directed to ADNET.

Unused portions of the monthly data allowance do not roll over. Minimum contract is 6 months (payable in advance and non refundable)

Extra fees apply for early termination & change of service including change of install address.

Failure to pay the monthly access fee by the due date may mean suspension of service.

Late payment fees apply. Excess data charges of 11 cents per Mb apply when you exceed your monthly data allowance.

SIGNATURE.....DATE.....

Terms and conditions of ADNET Audio & Internet and the Mid North Coast Internet

DEFINITIONS

The "Provider" consists of

1. Mid North Coast Internet.
2. ADNET Audio & Internet

The "Account" means the customer's right to use the Service.

The "Service" means access to the Internet including computer resources, disk storage and computer communications facilities.

The "Commencement of Service Date" means the date filled in by the customer on the application form.

The "Usage Report" means the report of data volumes and connection time to the Service provided by the Provider to the Customer.

The "Month" is a Calendar Month.

TERMINATION

This Agreement will remain in place until it is terminated by either the Provider or the Customer. Customer may give written notice, delivered by post or fax, at least 7 days prior to the end of the month and cancellation will be effective from the end of that month. The Provider reserves the right to terminate the Service to the Customer without notice if the monthly account is not paid within 14 days after the end of the month in which the Service was provided, or upon the occasion of misuse or abuse of the Service by the Customer. What constitutes misuse or abuse of the Service is determined by the Provider.

PROVISION OF THE SERVICES

The Customer must provide the telephone line, modem, computer and appropriate communications software. The customer must have a working knowledge of their computer.

The Provider shall supply the Account to the Customer. The price of the Service to the Customer shall be as advised and as amended from time to time such amendments to be notified by the Provider to the Customer upon one month's notice via email and by publication on www.adnet.com.au.

The Customer shall pay the Provider the price of the Services by way of credit card, cash, cheque, electronic funds transfer or such other method of payment as shall be agreed by the Provider and the Customer from time to time. Customer shall pay the Provider the account establishment fee on or before the Commencement of Service Date. The Customer shall pay the Provider within 14 days of the end of each month all charges payable in respect to the relevant month as detailed in the Usage Report or the minimum monthly usage fee whichever is the greater, including charges for excess data if applicable.

The Provider reserves the right to charge a debt recovery fee of \$50 if the account is not paid in full. The Provider may monitor or keep any records that the Provider deems necessary of the Customer's use of the Service. The use of the Service (which includes the contents thereof and any storage or use of information) is at the Customer's sole risk. The Provider does not nor do any of the information providers, licensors, employees or agents warrant that the Service will be uninterrupted or error free; nor does the Provider, licensors, employees or agents make any warranty as to the results obtained from the use of the Service.

The Service is distributed on an as is basis without warranties of any kind, either expressed or implied including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose of use with respect to the Service or information. Any liability of the Provider shall be limited to the resupply of the relevant Services. Neither the Provider nor anyone else involved in creating, producing or delivering the Service shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the Service or inability to use the Service or out of any breach of any warranty. The provisions of this Clause will survive any termination of this Agreement. The Services must not be used by any individual or group of persons for any activities of an illegal or fraudulent nature, including activities prohibited under the Australian Commonwealth Government Telecommunications Act 1991 or under other applicable Australian State and Commonwealth Laws; and/or any unauthorised use of copyright material.

INDEMNITY

The Customer hereby indemnifies and shall keep indemnified the Provider in respect to any loss or damage action claim suit or proceeding against the Provider by any person in respect to the use of the Customer's user account including but not limited to the transmission of any illegal and/or fraudulent material which the Customer transmits or causes to be transmitted using the Provider's Service.

NOTICES

All notices and other communications provided for or permitted hereunder (except for customer termination of account) shall be in writing and shall be sent by hand or delivery post or facsimile or electronic mail to the parties hereto at their respective addresses as herein specified or to such other address as any party may specify by notice in writing to another party. All such notices and communications shall be deemed to have been duly given or made: (1) When delivered if sent by hand, or (2) The business day three days following posting if sent by post, or (3) The business day following the date of transmission if sent by facsimile, or (4) The business day following date of transmission if sent by electronic mail.

MISCELLANEOUS

This Agreement shall be governed by the laws in force in the State of New South Wales and each party hereto submits to the exclusive jurisdiction of the Courts of that State. Except as otherwise expressly provided in these terms the provisions hereof shall enure to the benefit of and be binding upon the successors, assigns, heirs, executors and administrators of the parties hereto. The terms and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter of same. Neither this Agreement nor any term in it may be amended, waived, discharged or terminated except by written instrument signed by all the parties hereto and/or as specified herein.

OPERATING RULES

As notified by the Provider to the Customer from time to time.