



# Virtual Access Mobile Broadband

VIRTUAL COMPUTERS PTY LTD  
 A.B.N. 98 069 501 435  
 P.O. Box 91, Doreen Vic 3754  
 Phone: 1300 132351  
 Facsimile: (03) 9848-3635  
 Email: info@virtual.net.au  
 Website: http://www.virtual.net.au

**Your Details:**

Applicant's Name:		Contact Name:	
Mailing Address:			
Suburb:	State:	Post Code:	
Phone—Daytime:	After Hours:	Mobile:	
Preferred contact email address:			
Are you already a Virtual Access customer? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
If yes; what is your Account Number:			

**Service Plan: *Select One***

Service Plan	Included Usage	Excess Usage	Maximum Usage (Hard limit)*	Monthly Fee	Minimum Contract Cost
<input type="checkbox"/> Mobile 1	1 Gb/month	3.3 cents per Mb on any plan Maximum excess usage fee \$33 per month	2 Gb	\$22.00 (Included usage: 2.2 cents/Mb)	\$284.00
<input type="checkbox"/> Mobile 3	3 Gb/month		4 Gb	\$33.00 (Included usage: 1.1 cents/Mb)	\$416.00
<input type="checkbox"/> Mobile 8	8 Gb/month		8 Gb	\$44.00 (Included usage: 0.55 cents/Mb)	\$548.00

\* If your usage exceeds the hard limit in any calendar month, your service will be suspended until the start of the following month

**Usage notifications: *Select One***

We want to help you avoid "bill shock" caused by excess usage charges. We will attempt to notify you any time you reach 50%, 85% and 100% of your plan allowance. Please indicate your preference of notification method:

SMS message to my mobile phone       Email to the address above

**Your commitment:**

Minimum Service Period	Up-front cost	Early termination fee
12 months	\$20	\$10 per month of service not fully paid for, plus a \$33 admin fee

**Optional Hardware:**

3G USB Modem (suitable for one computer only) - \$79  
 3G Router to share a USB modem across your LAN or by WiFi - \$99

**Payment Method:**

Credit Card—Visa, Mastercard, Amex or Diners (details below)  
 Please send me a direct debit application       Invoice Me

Card Number:

Cardholder's Name: \_\_\_\_\_ Card Expiry Date:   /

Cardholder's Signature: \_\_\_\_\_

THE CREDIT CARD HOLDER AUTHORISES VIRTUAL COMPUTERS PTY LTD TO CHARGE ALL APPLICABLE SERVICE FEES AND CHARGES TO THE NOMINATED CREDIT CARD UNTIL THIS AUTHORITY IS TERMINATED IN WRITING

**Declaration:**

Account applicant's signature: \_\_\_\_\_

Date of application:   /   /

BY SIGNING THIS APPLICATION, THE APPLICANT AGREES TO THE TERMS AND CONDITIONS OF SERVICE AS PUBLISHED AND/OR AMENDED. THE APPLICANT ACKNOWLEDGES HAVING RECEIVED A COPY OF THESE TERMS AND CONDITIONS OF SERVICE WHICH CAN BE PROVIDED ON REQUEST OR DOWNLOADED FROM www.virtual.net.au.

THE APPLICANT UNDERSTANDS THAT A MINIMUM SERVICE PERIOD MAY APPLY. CANCELLATION FEES ARE PAYABLE ON SERVICES TERMINATED PRIOR TO THE EXPIRATION OF ANY MINIMUM SERVICE PERIOD.



# Virtual Access

## Mobile Broadband

### Terms & Conditions

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#### 1. Information regarding this agreement

The services provided under this agreement are provided by Virtual Computers Pty Ltd, trading as Virtual Access (ABN 98 069 501 435). In this agreement, the company is referred to as "our", "we", "us" or "Virtual Access".

By using the service, you have indicated your acceptance of all the terms and conditions referred to in the Agreement.

#### 2. Definitions & Interpretation

"Agreement" means this agreement for the provision of services by us to you and includes the completed Schedule whether executed at the same time or not.

"Charges" means the charges payable by you to us pursuant to this agreement including but not limited to, access, usage, interest and consulting fees.

"Schedule" means the duly completed application form for a Virtual Access 3G Mobile Broadband service.

"Service" means the supply of Mobile Broadband services (3G/GPRS) access as described in this Agreement.

"Service Commencement Date" means the date that your service is activated by us as advised by us.

"Application Date" means the date your application is received by Virtual Access however sent.

"Minimum Service Period" is any period as described in section 4 of this Agreement.

"Third Party Supplier" means a third party supplier used for the provision of services provided under this agreement.

"You" means the individual, business or corporate entity whose name appears on the Schedule.

#### 3. Term of this agreement

This Agreement commences on the Application Date and will continue until Services are terminated by either party.

If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement.

#### 4. Term of Supply of Service

The Service is to be supplied for a Minimum Service Period as described on the application form, starting from the Service Commencement Date. After the completion of the Minimum Service Period, the Service will continue to be supplied in exchange for payment of appropriate Charges until terminated in accordance with section 5 of this agreement.

#### 5. Termination

You may terminate this Agreement at any time by providing 3 working days notice in writing.

This Agreement may be terminated in the following circumstances:

- Your Service is in default for more than 14 days without prior arrangement
- We require you to pay a security bond under clause 8 of this Agreement due a previous defaults, and you refuse to do so.

Should the Service be terminated for any of these reasons during a Minimum Service Period you will be liable for a cancellation fee. The cancellation fee is \$10 for each month or part thereof remaining in your Minimum Service Period, plus a \$33 administration fee. Cancellation fees are due and payable immediately on invoice.

This Agreement may be terminated by us if we are unable to continue supplying your Service (for example, if one of our suppliers ceases to supply the Service to us). In such an event, we will use best efforts to continue to provide You with Service. We may also terminate Your Service at our discretion after provision of 30 days written notice. If we terminate your agreement in either of these ways you will NOT be liable for any cancellation fees.

#### 6. Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given :

- For ordinary mail, three days after dispatch.
- For facsimile or electronic mail, upon acknowledgment of receipt of transmission by our facsimile equipment or our server respectively.

#### 7. Our Obligations to you

In Accordance with the terms and conditions of this Agreement, we will use our best endeavors to provide you with a Service and to provide the necessary information to access that Service.

Virtual Access will use its best endeavors to ensure a continuous Service, however this is not guaranteed.

We will take care of any personal information you provide us, in accordance with the Privacy Act 2001.

While we will use our best endeavors to ensure the data you transfer will be received by the intended destination (Including electronic mail) we cannot guarantee that it will reach the intended destination.

We will obtain and hold any necessary licenses required under law.

#### 8. Your obligation to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes thereto. You are responsible for all Telecommunications charges required for connecting to the Service.

You are responsible for providing and maintaining all necessary equipment for the connection to the Service, including but not necessarily limited to a suitable modem and computer equipment.

You are responsible for the physical installation of your modem, and for the payment of associated costs if applicable. You are also responsible for obtaining any necessary training to use the Service.

You will indemnify us in respect of all costs, damages, loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.

You agree that should you terminate the Service you will immediately pay to us any Charges due including cancellation fees as advised by us.

You agree that we may use a Third Party Supplier for the provision of this Service. You agree that you will not contact any of our Third Party Suppliers for any reason, and that if you do contact one of our Third Party Suppliers that you will be liable for all costs imposed on us by our Third Party Supplier as a result of this contact.

You acknowledge that service fees are paid in advance, and specifically are due for payment by the due date shown on each invoice. Should a payment not be received by this date, You will be considered in default. You acknowledge that if your account should be considered in default, that we may at our discretion:

- Reduce the speed of your Service until You are no longer in default
- Suspend your Service until You are no longer in default
- Charge a late fee once per month while you are in default

If You remain in default beyond one month, you will further be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies.

If You are in default for more than 7 days on 3 or more occasions, we may elect to decrease your invoice frequency and/or require You to pay a security bond equivalent to 3 months Service Charges.

#### 9. Service Description

The Service uses 3G technology, but can also fall-back to GPRS technology.

Any transmission speeds referred to by us refer to the maximum theoretical speed achievable with the Service under ideal conditions, and you acknowledge that actual speeds may be different than the theoretical speeds.

Speeds may vary for reasons which include but are not limited to Third Party Supplier network congestion, Third Party Supplier line



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interference or quality degradation, Internet Congestion, errors in the configuration of Your equipment, or problems with compatibility of Your equipment.

The service is subject to a usage Hard Limit. If the Hard Limit for Your Service plan is exceeded in any calendar month, your Service may be suspended. If Your Service is suspended in this manner, it will not be reactivated until the commencement of the following calendar month under any circumstances.

The Service is provided on an "as is" basis and we cannot guarantee the provision of the Service to you where the service is reliant on a Third Party Supplier.

You agree that only equipment approved for connection to the appropriate network will be used with the Service.

You must direct all service and performance enquires to Virtual Access' Helpdesk, and not to our Third Party Suppliers. If you contact our Third Party Suppliers regarding the Service, and as a result our Third Party Suppliers levy charges to Virtual Access, you agree to pay these fees plus a \$33 administration fee per incident.

If you are experiencing Service difficulties or faults, You must provide us with reasonable assistance to diagnose the problem. If we are required to involve Third Party Suppliers in fault rectification and the fault is found to be in Your equipment, an incorrect callout fee from the Third Party Supplier may apply. Virtual Access will take all reasonable steps to avoid the application of callout fees to your service, but should they be incurred by us, you agree to reimburse us for those fees, plus a \$33 administration fee.

Data traveling to the Service (downloads) and from the Service (uploads) will be metered as part of the included usage and excess usage charges.

#### **10. No Liability**

Due to limitations provided on us by our Third Party Suppliers, the service is not guaranteed to work at all times, and it is generally not possible to provide accurate timeframes for the restoration of a service should it fail. We will use our best endeavors to provide timely restoration of service, however no service level guarantee is provided.

You agree to release and indemnify Virtual Access and our Third Party Suppliers for any and all liability arising from the following:

- Cancellation of the Service for any reason
- Suspension of the provision of the Service

#### **11. Interference with the Service**

You agree that you will not interfere with normal operation of the service.

#### **12. Acceptable Use Policy**

You agree not to use your Service for illegal purposes and to conduct yourself in a responsible and considerate manner, and acknowledge that cracking, hacking, crashing, spamming, transmission or storage of copyright infringing or any data which would contravene Australian laws relating to the production and distribution of pornographic or other restricted material, or distribution of viruses or other malevolent programs (generically, "malware") is forbidden, as is unauthorized access to system areas and information on the Virtual Access network or any systems connected to the Virtual Access network.

You agree to accept total responsibility for the content of files owned by you and stored on the Virtual Access network, and also accept total responsibility for any data transferred or caused to be transferred across your Service.

You agree that You will not allow the Service to be used to send unsolicited commercial e-mail via any method. Unsolicited Commercial Email is prohibited in Australia by the Spam Act (2003).

You acknowledge that we do not edit or control the content and form of any information or data accessed through the Service.

You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access to the Service, and you agree not to disclose this to any other person.

You must notify us immediately if any username and/or password or your Modem or SIM card are lost or you think that an unauthorized person may be using them. You will be responsible and liable for any

unauthorized use of the Service until such time as we are notified of the problem and are able to take steps to suspend the use of Your service.

You agree that Virtual Access may block TCP/IP ports should we require so for network security or efficiency, and that transparent proxying or caching of data delivered to you may be employed.

You agree to indemnify us against any and all action if we choose to suspend services due to a breach of this Acceptable Use Policy, however caused. We agree to not disrupt services under this clause without appropriate grounds, whether operational or legal in origin. Where feasible and permitted by law, we will contact you prior to taking action under this clause, or as soon as possible afterwards.

#### **13. Technical Support**

Our Service includes free technical support for the installation, commissioning and ongoing operation of Service. This support is only provided by telephone or email. Support will only be provided for supported applications as listed on our web site.

#### **14. Warranty on Hardware**

The warranty provided on hardware supplied as part of the Connection is limited to the manufacturer's warranty.

#### **15. Allocated IP Address Space**

You agree that the IP addresses assigned under this agreement remain the property of Virtual Access or their Third Party Suppliers and that these may change from time to time.

#### **16. Governing Law**

The agreement will be governed by and construed in accordance with the law of the state of Victoria.

#### **17. Assignment**

We may assign any or all of the rights and obligations on its part contained herein. You may not assign any of your rights or obligations hereto.

#### **18. Information**

You authorise us to make enquires as to your credit rating at any time and to report any delinquencies and any other information concerning you.

#### **19. Amendment**

We may amend this agreement by providing 30 days written notice of the amendment to You. If You wish to, You may object in writing to an amendment prior to the end of this notice period.

If you object to an amendment, and we are unable to reach a mutually acceptable agreement with You as a result, we may choose to withdraw the amendment (that is, not amend your Terms & Conditions), or cancel Your Service by providing 30 days notice (see clause 5).

This Agreement can only be varied as provided in this clause or by agreement of both parties in writing.