



Virtual Access ADSLsurf Application

Mk 7 ADSL 1/2+ plans

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:		
Current Email Address (if you have one):				
Phone Number to connect ADSL Service to: ()				
Service Address: (Where the ADSL line above is located)				
Suburb:	State:	Postcode:		
Are you already a Virtual Access customer? <input type="checkbox"/> Yes / <input type="checkbox"/> No				
If yes; what is your Account Number:				

ADSL 1/2+ Service Plans:

Tick one	Region	Service Plan/Monthly Downloads	Monthly Fee	Minimum Cost (0/12/24 month contract)
<input type="checkbox"/>	Region 1 or 2	Unlimited	\$59.90	\$158.90 / \$777.80 / \$1437.60
<input type="checkbox"/>	Region 3	Unlimited	\$74.90	\$173.90 / \$957.80 / \$1797.60

About ADSL 2+ Regions

Due to varying costs imposed by Telecommunications companies, we classify telephone exchanges across Australia into 3 regions. Each region has access to different plans and pricing for ADSL 2+ services from Virtual Access.

Before you order, find out what region you are in by visiting our web site (<http://www.virtual.net.au/goto.php?page=dslinfo>) or calling 1300 132351. If you select a plan from outside your region, your order will not be accepted and we will contact you to make an alternate selection. Please check with us first to avoid unnecessary delays in processing your order!

About our plans:

- All plans are offered at ADSL2+ speed. If ADSL2+ is not available in your area, ADSL1 8000/384 will generally be used unless technical restrictions require the use of lower service speeds
- The theoretical maximum speed for an ADSL 2+ service is approximately 24000/1024Kbps. Actual speed is affected by a number of factors such as length, configuration and quality of your telephone line; activity on telephone services sharing the same infrastructure as your own; electrical interference; the configuration of your computer hardware & software; Internet capacity between you and any destination service you are contacting.
- While we will use our best efforts to assist and advise you in relation to service speed issues, please note that due to restrictions imposed by our suppliers, we are unable to lodge network faults for speed problems on ADSL 2+ or ADSL 1 8000/384 services which demonstrate speeds of 1500/256Kbps or better. That is to say, the minimum acceptable speed on these plans is 1500/256Kbps.
- All plans are offered on a true unlimited basis with no excess fees or service shaping/capping (speed reduction).
- All plans include one static TCP/IP address at no additional charge.



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Page 2—for ALL applications—ADSL 1 or ADSL 2+

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Customer Name: _____	ADSL Service phone no: _____
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Activation Options: *Select One*

	No Contract	12 Month Contract	24 Month Contract
I have my own modem (Connection Only)	\$99 <input type="checkbox"/>	\$59 <input type="checkbox"/>	\$0 <input type="checkbox"/>
4-Port + Wireless Modem	\$199 <input type="checkbox"/>	\$159 <input type="checkbox"/>	\$99 <input type="checkbox"/>
Churn of service* (Transfer from participating ISPs only)	\$49 <input type="checkbox"/>	\$0 <input type="checkbox"/>	N/A

* To take advantage of 'churn of service' you must already have an ADSL service from an ISP who participates in the Rapid Transfer program. Completion of an ADSL churn authority form (available from www.virtual.net.au) is also required. If you order a service of different speed from that which is being churned, an additional fee of \$49.50 applies.

Line Filters & Adaptors:

Where you use normal telephones, fax, modems or other devices on your ADSL-enabled phone line, it is **VITAL** that everything EXCEPT the ADSL modem is attached to the line via a filter. Without filters, either your ADSL service will be interrupted when you use the phone, or you won't be able to use the phone because of the "background hash". See the "ADSL Q&A" page on our web site for more information

Inline Microfilter —Plugs between the telephone wall socket and a telephone device. User-installable. Filtering for one socket only.	Qty Reqd: _____	@ \$10 Each = \$ _____
Modular phone adaptor —All modems & filters ship with RJ-11 (a.k.a. modular) plugs. Get one adaptor for each old style (4 prong) Aussie socket (a.k.a. 605/610) you need to plug into.	Qty Reqd: _____	@ \$5 Each = \$ _____

Shipping Details:

Delivery Address: _____			
Suburb: _____	State: _____	Post Code: _____	_____

Your modem and filters will be shipped either by registered or express post & may require signature on delivery. Please nominate either a PO Box, or an address which is attended during business hours. This will ensure prompt and secure delivery.

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 AUTHORIZES 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 VERSION 7.0 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.

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 an *ADSLsurf* service.

"Service" means the supply of Asymmetrical Digital Subscriber Line (ADSL/ADSL2+) 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.

After the expiry of the Minimum Service Period, and under certain circumstances, it is possible to gain waiver of some fees in return for commitment to a further Minimum Service Period. Details of such a fee waiver/Minimum Service Period arrangement will be provided in writing.

5. Termination

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

This Agreement will be terminated automatically in the following circumstances:

- Disconnection or cancellation of the telephone service that your Service is associated with
- A change of line lessee of the telephone service that your Service is associated with

This Agreement may also 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 to repeated 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 limited to a Telstra telephone line, modem, and computer equipment.

You are responsible for the physical installation of your ADSL modem and any necessary telephone line filters, 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
- Terminate your Service in accordance with paragraph 5 (above).

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.

Virtual Access ADSL Terms & Conditions

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 Asymmetrical Digital Subscriber Line (ADSL or ADSL2+) 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 interference or quality degradation, Internet Congestion, errors in the configuration of Your equipment, or problems with compatibility of Your equipment.

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 Telstra network will be used with the Service.

You agree that any other telephony equipment used on the same line as the Service must be isolated from interference by the use of a ADSL line filter.

The service is only available as an overlay to an existing copper local loop provided by Telstra. Should you cancel your telephone service provided by the local loop, the Service will also cease to function and this Agreement will be terminated (See clause 5).

Additional Telstra service features may interfere with the supply of Service. These include but are not limited to: Customer Loop Metering, InContact, OnRamp, Payphone, Sitaline. A complete list is available on request.

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 premises wiring or 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) 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 warrant that the End User to whom Telstra supplies a standard telephone service is the same End User of this Service.

You acknowledge that the Installation of the Service may cause temporary disruption to the standard telephone service used in this application.

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

- Disruption in the delivery of your telephone service
- Cancellation of the Service for any reason
- Suspension of the provision of the service to particular Internet Protocol (IP) addresses.
- Cancellation of, or refusal by our Third Party Supplier to provide services deemed by our Third Party Supplier to be incompatible with the provision of ADSL on the analogue

line.

11. Interference with the Service

You agree that you will:

- Not interfere with normal operation of the service or any facility, or make either unsafe.
- Allow any Third Party Supplier or Virtual Access safe access to the customer premises if required.
- Ensure that our Third Party Supplier or Virtual Access are provided with sufficient and timely access to the customer premises to enable our Third Party Supplier or Virtual Access to provide the service.
- If you do not have control or have access to the premises in which the service is delivered, you must:
 - procure for our Third Party Supplier and Virtual Access all such access to the premises as may be required.
 - Indemnify our Third Party Supplier and Virtual Access against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises.

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 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 issue a new password for your service.

You acknowledge that by default TCP/IP port number 25 (SMTP) may be blocked for incoming traffic unless the appropriate option is selected for your Service. You also agree that Virtual Access may block additional 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



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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.
