

Digimedia.NET New Connection ADSL Application Form

 Customer Billing Details

Company Name

ACN/ABN

Full Name

Address

Suburb

State Post Code

Telephone

Mobile

Fax

Email

 Customer installation address

Company / Name

ACN/ABN

Address

Suburb

State Post Code

ADSL Number

This is the number you would like the ADSL (broadband) to be connected to

Account Holder Name

The name that appears exactly on your telephone supplier invoice

Do you require an email POP account? (username@digimedia.net.au) YES NO

Do you require a personal Web Space? (<http://members.digimedia.net.au/username>) YES NO

Preferred Username Preferred Password

street address
316 Auburn Road
Hawthorn
Victoria Australia 3122

mailing address
Po Box 8800
Middle Camberwell
Victoria Australia 3124

telephone 03 9819 2772
fax 03 9819 2773

email info@digimedia.com.au
www.digimedia.com.au
ABN 19 082 786 301

Plan Selection – Minimum 6 monthly contracts apply – All prices are Inc GST

Please select one of the following

256k/64k Shaped Residential ADSL

Approx. 5 times faster than dial-up

Shaped 256k/64k	Monthly Fee
0.5GB Included Usage	\$33.50
1 GB Included Usage	\$35.95
3 GB Included Usage	\$39.95
5 GB Included Usage	\$46.95
10 GB Included Usage	\$54.95
20 GB Included Usage	\$64.95
30 GB Included Usage	\$76.95

512k/128k Shaped Residential ADSL

Approx. 10 times faster than dial-up

Shaped 512k/128k	Monthly Fee
10 GB Included Usage	\$84.95
15 GB Included Usage	\$95.95
25 GB Included Usage	\$105.95

1500k/256k Shaped Residential ADSL

Approx. 30 times faster than dial-up

Shaped 1500k/256k	Monthly Fee
5 GB Included Usage	\$56.95
10 GB Included Usage	\$74.95
15 GB Included Usage	\$81.95
25 GB Included Usage	\$95.95
50 GB Included Usage	\$118.95
60 GB Included Usage	\$122.95

8M/384k Shaped Residential ADSL

Approx. 160 times faster than dial-up

Shaped 8M/384k	Monthly Fee
5 GB Included Usage	\$84.95
10 GB Included Usage	\$90.95
15 GB Included Usage	\$95.95
25 GB Included Usage	\$104.95
50 GB Included Usage	\$119.95
60 GB Included Usage	\$135.95

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Plan Add-ons and other charges

Plan Add-ons:

1 Static IP Address	\$0.00
5 extra email accounts (@digimedia.net.au)	\$5.00
Digimedia.NET Usage Based 4 Hour Dial up Account	\$ see below
<ul style="list-style-type: none"> • Usage is charged at \$0.90/hr in 1 minute blocks. • No minimum charge. • No additional data charges. • No idle timeouts on this plan. 4 hour session limit applies. • Maximum monthly charge is \$36.00 should usage exceed 40+ hours. 	

Hardware/Line Installation Options:

Churn application from another ISP	\$64.00
Line Setup only with no hardware (please note that Digimedia.NET does not support non standard hardware)	\$139.00
Line Setup and 1 Netcomm NB5 USB / 1 port Ethernet ADSL Modem + 1 Line Filter	\$235.00
Line Setup and 1 Netcomm NB5plus4 4 port Ethernet ADSL Modem + 1 Line Filter	\$269.00
Line Setup and 1 Netcomm NB5plus4W / 4 port Ethernet Wireless ADSL Modem + 1 Line Filter	\$299.00
Additional Line Filter (one per telephone handset)	\$17.00
Own or existing ADSL hardware Setup Charges	\$0.00
Self Installation – ADSL Modem from Digimedia - Courier charge only (<i>ADSL Modem will be pre-configured with user details and password which will be tested off site</i>) (<i>price depends on location</i>)	\$20.00
Professional onsite Installation - ADSL Modem Configuration & Installation (<i>Includes; 1 hour onsite labour, RJ12 (Telephone adaptor), Telephone extension cable (Metro area only)</i>)	\$135.00

Other Applicable Charges:

Early Termination Fee (Customer disconnects within 6 months of provisioning date)	\$195.00
Reconnection Fee (To reconnect ADSL service if line is disconnected by carrier)	\$195.00
Line Speed Change Fee	\$66.00
Plan Change Fee	\$33.00
Change of Address Fee - within first 6 months (Early Termination Fee + Setup Fee)	\$334.00
Change of Address Fee - after first 6 months (Setup Fee)	\$139.00
Fee for an incorrect call-out (Charge based on time on site @ \$165.00/hr minimum)	\$165.00/hr.
Additional IP's. Based on per connection and exception to minimum amounts	\$5 Per IP p/m

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ADSL Modem Installation Options

Please select one of the following

- | | |
|---|-----------|
| <input type="checkbox"/> Own or existing hardware | \$ 0.00 |
| <input type="checkbox"/> Self Installation – Courier charge only | \$ 20.00 |
| - ADSL Modem will be pre-configured with user details and password which will be tested off site | |
| - (price depends on location) | |
| <input type="checkbox"/> Professional onsite Installation - ADSL Modem Configuration & Installation | \$ 135.00 |
| - Includes; 1 hour onsite labour, RJ12 (Telephone adaptor), Telephone extension cable (Metro area only) | |

ADSL Application Checklist

- Check that your exchange is ADSL enabled using the tool on our website (www.digimedia.com.au).
- Check that your PC is able to connect to an ADSL Modem (Ethernet or USB Connection).
- Fill out the application form completely, including Credit Card details (if applicable).
- Fax the application with the phone bill to us on 03 9819 2773 or post to:

*Digimedia Pty Ltd
PO Box 8800
Middle Camberwell, Vic, 3124*

If you have any questions, please call us on 03 9819 2772

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Other Applicable Charges

Early Termination Fee (<i>Customer disconnects within 6 months of provisioning date</i>)	\$ 195.00
Re-connection Fee (<i>To reconnect ADSL service if line is disconnected by carrier</i>)	\$ 195.00
Line Speed Change Fee	\$ 66.00
Plan Change Fee	\$ 33.00
Change of Address Fee - within first 6 months (<i>Early Termination Fee + Setup Fee</i>)	\$ 334.00
Change of Address Fee - after first 6 months (<i>Setup Fee</i>)	\$ 139.00
Fee when an end user directly calls a third party helpdesk	\$ 120.00
Fee for an incorrect call-out (Charge based on Time on Site (min \$165))	\$ 165.00 <i>per hr</i>





Agreement

- I the undersigned have read and accept the Digimedia ADSL Supply Agreement, Terms and Conditions, Acceptable Use Policy and Spam Policy (located at <http://www.digimedia.com.au>).
- I understand that once an application is made it cannot be terminated without paying a early cancellation / termination fee.
- I agree that by signing this form, I am agreeing to transfer my DSL service from my current supplier to Digimedia.NET and Digimedia Pty Ltd is under no obligation to accept my application until they are satisfied that all of the information I have provided is true and correct.
- I understand that it is my responsibility to check the terms of my contract with my current DSL supplier to determine if there will be any consequences under that contract as a result of this transfer (such as an early termination payment).
- Finally I agree to pay Digimedia Pty Ltd the fees above as a part of this application and understand that a full refund will be made if this application is rejected.
- Service charges commence at date of line provisioning. Notification will be sent once confirmation has been received.
- Monthly payments will be one calendar month in advance.

Name: (please print): _____ Signature: _____ Date: _____

Payment Details

Credit Card

Card No										
Name of cardholder										
Type (please select)	   	Expiry Date	/							

Recurrent charging authority: I Authorise Digimedia Pty Ltd to charge all service fees to my credit card in accordance with the Terms and Conditions until notified otherwise by me.

Card Holder Name: (please print): _____ Signature: _____ Date: _____

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ADSL Supply Agreement

1. Information regarding this agreement.

- 1.1 Please read this Agreement carefully.
- 1.2 The supply of Services under this agreement are provided Digimedia Pty Ltd ACN 19 082 786 301 (In this agreement referred to as "our", "we", "us" or "Digimedia.NET").
- 1.3 Digimedia.NET may use third party suppliers and contractors for the supply of services under this agreement.
- 1.4 By using the Digimedia.NET network 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 contemporaneously or not.

- "Charges" means the charges payable by you to us pursuant to this agreement and the order for service including but not limited to, access, usage, data, default fees, hardware, interest and consulting fees.
- "Client" means the identity and recipient of this Agreement
- "Default Fees" means all charges, cost and expenses we may incur in relation to a breach by you of your obligations to us
- "End User" means the identity using the services
- "GST" has the same meaning as described in "A New Tax System (Goods and Services Tax) Act 1999 and any related legislation.
- "Schedule" means the duly completed ADSL – Application Form and the additional information required for ADSL connections form.
- "Service" means the supply of Asymmetrical Digital Subscriber Line 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 Digimedia.NET either by online signup, fax or standard mail.
- "Supply Period" is 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.

3. Term of this agreement

- 3.1 This Agreement commences on the Application Date and will continue until Services are terminated by either party.
- 3.2 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 supply term of this agreement is a 6 month term (minimum period) from the Service Commencement Date, at which time it will automatically renew one month at a time until you provide 30 days written notice requesting termination/cancellation as provided.

5. Termination

- 5.1 A termination notice must be received at least 31 days before the end of the Supply minimum Period.
- 5.2 Termination cannot be effected prior to the expiration of a prepaid supply period.
- 5.3 Should the Service be terminated within 6 months from the Service Commencement Date by any of the following actions:
- Cancellation of the Service at your request
 - Re-location of the customer from the installed Service address
 - Disconnection or cancellation of the phone line that the Service is attached to.
- You will be liable for a termination fee and/or reconnection fee.

6. Suspension of Services

- 6.1 Will take effect automatically and immediately upon the Client contravening the payment terms (account must be kept in advance at all times).
- 6.2 Suspension will be implemented by suspending all services or individual end user connections as we see fit.
- 6.3 You shall remain liable for all charges due throughout the period of suspension.
- 6.4 Suspension can be reversed upon all due payment and reactivation payment receipt.
- 6.5 Suspension will take effect if end user continues to contravene the Acceptable Use Policy (as per section 13), after the Client has been given written notice of the end user's activity.

7. Notices

- 7.1 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 by express post.
 - For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

8. Our Obligations to you

- 8.1 In Accordance with the Terms and Conditions of this Agreement, we will use our best endeavours to provide you with a Service satisfactory to you and to provide the necessary information to access that Service.
- 8.2 Digimedia.NET will use its best endeavours to ensure a continuous Service, however this is not guaranteed.
- 8.3 We will take care of any personal information you provide us, in accordance with our privacy policy.
- 8.4 While we will use our best endeavours 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.
- 8.5 We will obtain and hold any necessary licenses required under law.
- 8.6 We will not be responsible for training you in the use of this Service.

9. Your obligations to us

- 9.1 You must pay all due charges in advance using a Credit Card.
- 9.2 You must allow us to immediately charge your Credit Card for any early termination/cancellation fees as specified on your application/order form, re connection fees following suspension and bank charges for dishonour fees.
- 9.3 You must provide us with accurate and truthful information in your Service application and keep us informed of any changes thereto.
- 9.4 You are responsible for all Telecommunications charges required for connecting to the Service.
- 9.5 You are responsible for providing and maintaining some necessary equipment for the connection to the Service, including but not limited to a Telstra telephone line and computer equipment.
- 9.6 You will 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 including interest at the rate prescribed by the Supreme Court Act plus 4% calculated daily and compounded monthly.
- 9.7 You will indemnify us in respect of all costs, damages, and loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.
- 9.8 Should you terminate the Service prior to the expiration of a Supply Period you will immediately pay to us any such Charges as specified in your Service application.
- 9.9 You agree that we may use a Third Party Supplier for the provision of this Service.
- 9.10 You agree that you will not contact any of our Third Party Suppliers for any reason.
- 9.11 You agree 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.
- 9.12 You acknowledge that our payment terms are all fees are payable "in advance", should your credit card not be able to be debited for any reason, you will be considered in default.

10. Service Description

- 10.1 The Service uses Asymmetrical Digital Subscriber Line technology.
- 10.2 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, Internet Congestion, and errors in the configuration of your equipment.
- 10.3 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.
- 10.4 You agree that the installation of the service may cause temporary disruption in the standard telephone services.
- 10.5 You agree that only equipment certified by us, as listed and updated on our web site from time to time will be used with the Service.
- 10.6 You agree that any other telephony equipment used on the same line as the Service must be isolated from interference by the use of an ADSL line filter.
- 10.7 The service is only available as an overlay to 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.

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10.8 No service level guarantee is provided for this Service. Unless otherwise specified no static IP address is included. We will use our best endeavours to provide timely restoration of service, however no guarantee is provided.

10.9 The Service is only available on a Telstra copper local loop service. Additional Telstra service features may interfere with the supply of Service. These include but are not limited to: Customer Loop Metering, In Contact, Line Hunt, OnRamp, Payphone, and Siteline. A complete list is available on request.

10.10 Customers must direct all service and performance enquires to Digimedia Helpdesk, and not to our Third Party Suppliers. Calls regarding the Service made to Third Party Suppliers will incur a charge and you agree to pay this fee along with a handling fee as part of your monthly fees.

10.11 Data travelling both to and from the Service will be metered but not charged unless otherwise specified in the application/order form.

10.12 Supply of this Service is limited to customers with a valid Credit Card only.

11. No Liability

11.1 Due to limitations provided on us by our Third Party Suppliers, the service is not guaranteed to work and there is no timeframe for the restoration of a service should it fail.

11.2 The Service can only be provided on a "Qualified Pair" as described by our Third Party Supplier.

11.3 You warrant that the End User to whom Telstra supplies a standard telephone service is the same End User of this Service.

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

11.5 You agree to release and indemnify Digimedia.NET 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.

12. Interference with the Service

12.1 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 Digimedia.NET safe access to the customer premises if required.
- Ensure that our Third Party Supplier or Digimedia.NET are provided with sufficient and timely access to the customer premises to enable our Third Party Supplier or Digimedia.NET to provide the service.
- If you do not have control or have access to the premises in with the service is delivered, you must:
- Procure for our Third Party Supplier and Digimedia.NET all such access to the premises as may be required.
- Indemnify our Third Party Supplier and Digimedia.NET against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises.

13. Acceptable Use Policy (AUP)

13.1 Digimedia.NET AUP explains what acceptable use of our services is. A copy can be found at

<http://www.digimedia.com.au/layout/downloads/downloads.asp>

13.2 It is the customers own responsibility to regularly read the (AUP) as it may change without notice.

13.3 Digimedia.NET reserves the right to suspend or terminate any of the Customer's Service(s) upon identifying of the Customer's contravention of the AUP.

13.4 What constitutes misuse or abuse of the Service is determined by Digimedia.NET.

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

13.6 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.

13.7 You will be responsible and liable for any unauthorised use of the Service.

14. Technical Support

14.1 Our Service includes free technical support for the installation and commissioning of Service.

14.2 Free support is only provided by Telephone.

14.3 Support will only be provided for supported applications as listed on our web site.

14.2 Onsite visits may be available though our helpdesk for a fee.

15. Anniversary date

15.1 All accounts are renewable in advance on the first of each month.

15.2 Application fees are due upon application.

16. Digimedia.NET IP Address Space

You agree that the IP addresses assigned under this agreement remain the property of Digimedia.NET or a third party provider and unless otherwise stated that these may change from time to time.

17. Governing Law

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

18. Assignment

18.1 Digimedia.NET may assign any or all of the rights and obligations on its part contained herein.

18.2 You may not assign any of your rights or obligations hereto.

19. Information

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

20. Unlimited Data Download

20.1 At this point in time, there is little to no restriction applied to the Unlimited ADSL product regarding data download and we believe the end user will prevail by using common sense. However in addition to misuse and abuse references made in clause 13; downloading 20 hrs during a 24 hour period will also be viewed as abuse of the service.

20.2 We reserve the right to introduce a Fair Usage Policy (FUP) in the future.

20.3 The performance of the ADSL Service is best effort delivery. No bandwidth guarantees can be offered.

21. Free Web Space

Free web space allocated is for personal use only, meaning the selling of goods or services is prohibited

22. Amendment

22.1 Digimedia.NET may amend this agreement from time to time, providing 30 days written notice to you.

22.2 Digimedia.NET also reserves the right to introduce a Fair Use Policy (FUP) in the future as mentioned in clause 20.

22.3 The AUP and/or FUP (if or when introduced) can however be amended without notice. The amendment will take effect unless you notify us in writing of your objection.

22.4 Any renewal in accordance with clause 4 subsequent to any amendment notice given by us will despite any objection by you, be on the amended terms.

22.5 If you do not agree with any of any amendments or the content of the FUP you will be able to cancel or early terminate within your minimum period. However the early termination/cancellation fee will apply.

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