

Business ADSL Connection

Please complete this form and fax it to 07 3387 7550

New Member Details

Name..... Position.....
Company Name..... ABN.....
Postal Address.....
Suburb..... State Postcode
Phone (.....)..... Fax: (.....).....
Email.....

ADSL Connections Options

Plan Type	Speed	Fee/Month	Modem/Router Selection – optional upgrade
<input type="checkbox"/> "Basic"	256/64	\$69.95*	1-Port Modem/Router (included)
<input type="checkbox"/> "Intermediate"	512/128	\$79.95*	<input type="checkbox"/> 4-Port Modem/Router \$80.00
<input type="checkbox"/> "Premium"	1500/256	\$109.95*	<input type="checkbox"/> 4-Port Wireless Router*** \$110.00
<input type="checkbox"/> "Premium+plus"	8mb/384	\$129.95*	Contract Term
<input type="checkbox"/> "Corporate"	512/512	\$129.95*	<input type="checkbox"/> 12 Month \$299.00**
<input type="checkbox"/> "Enterprise"	E1 2mb-155mb	POA	<input type="checkbox"/> 24 Month \$0.00 (waived)**

*Additional administration fee of \$1.10 for bank accounts, and 2.2% for credit cards, will be charged per direct debit transaction

Remote installation. A cancellation of a contract within the initial term may result in an early cancellation fee. *Wireless Support not included.

ADSL Service Details

Service Address.....
Suburb..... State Postcode
Phone Number for Service (.....)..... New Connection ☐ Transfer ☐
Phone Number Service Provider.....
If transfer - Existing ADSL Provider ADSL1 ☐ ADSL2+ ☐
Location of phone line ☐ Back Office ☐ Store ☐ Other

Services already using phone line

Service	Company	Contact	Phone
<input type="checkbox"/> Security Alarm	(.....).....
<input type="checkbox"/> Video Surveillance	(.....).....
<input type="checkbox"/> EFTpos	(.....).....
<input type="checkbox"/> Argent Line	(.....).....
<input type="checkbox"/> Back Office System	(.....).....
<input type="checkbox"/> Other	(.....).....
	(.....).....
	(.....).....

ADSL Additional Site Requirements

Please select which options you would like turned on

- | | |
|---|--|
| <input type="checkbox"/> Mailboxes (email) up to 10 included | <input type="checkbox"/> White List included |
| <input type="checkbox"/> Additional mailboxes (above 10)..... \$POA | <input type="checkbox"/> Domain Name Hosting \$POA |
| <input type="checkbox"/> Online Backup \$POA | <input type="checkbox"/> VoIP \$POA |
| <input type="checkbox"/> IP-EFTpos \$POA | <input type="checkbox"/> Customised Network Configuration..... \$POA |
| <input type="checkbox"/> Roaming Remote Access \$POA | <input type="checkbox"/> VPN Service – 24 month term |
| <input type="checkbox"/> Wide Area Network (WAN) | VPN Initial Setup \$176.00* |
| WAN Initial Setup – up to 8 sites \$330.00 | Package & Handling \$29.90 |
| WAN Initial Setup – per additional site \$89.00 | Initial VPN user license – per month \$22.00 |
| WAN site fee – per month per site..... \$13.20 | Additional VPN user license - per month..... \$13.20 |
| | Number of VPN per user license required |

Preferred VPN site remote access method: ☐ RDP ☐ VNC Viewer ☐ PC Anywhere

*Remote access will be configured to the first computer only. Further computers can be added, but may attract additional charge
Remote installation. A cancellation of a contract within the initial term may result in an early cancellation fee.

ADSL Site Contact Information

Onsite Contact	Phone Number (.....)
Email.....	
Technical Contact.....	Phone Number (.....)
Email.....	
In event of an issue arising, raise with <input type="checkbox"/> Site Contact <input type="checkbox"/> Technical Contact <input type="checkbox"/> Other	
Other	

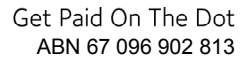
Authorisation

I, acknowledge that I have read and agree to comply with the Bas-XConnect Terms Of Use.

Signature Dated.....



Bas-Xconnect Pty Ltd
Suite 104 Springwater Tower
9 Murrajong Road
Springwood QLD 4127
Tel: 07 3387 7555 Fax: 07 3387 7550



New Customer Form

BXC GEN 19865

Email :

And/Or the total amount billed for the specified period for this and any other subsequent agreements or amendments.

Administration Fee:	Paid by Business	Transaction Fee:	\$1.10	Credit Card Fee:	Visa/Mastercard 2.2% (min \$1.10) Amex/Diners 4.4% (min \$1.10)	SMS Payment Reminder:	N/A
----------------------------	------------------	-------------------------	--------	-------------------------	--	------------------------------	-----

Direct Debit is not available on the full range of accounts
– if in doubt please refer to your financial institution

I / We authorise Ezi Debit Australia Pty Ltd User ID 165969 to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Details stated above and as per the Service Agreement provided.

By signing this form, I / We authorise **Ezi Debit Australia Pty Ltd**, acting on behalf of the business to debit payments from my specified credit card above, and I / we acknowledge that **Ezi Debit Australia** will appear as the business name on my credit card statement.

□ □ / □ □ / □ □ □ □

D D M M Y Y Y Y

COMPLETE USING BLACK
INK ONLY

DDR Service Agreement

I/We hereby authorize Ezi Debit Australia Pty Ltd (ACN: 096 902 813) **Direct Debit User ID number 165969** (herein referred to as Ezi Debit) to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that Ezi Debit is acting as a Direct Debit Agent for the Business and that Ezi Debit does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account and credit card details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Ezi Debit will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
 - 2) A payment request is received by Ezi Debit on a day that is not a Banking Business Day
 - 3) A Payment request is received after normal Ezi Debit cut off times, being 4pm QLD time Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Ezi Debit to vary the amount of the payments upon instructions from the Business. I/We do not require Ezi Debit to notify me/us of such variations to the debit amount.

I/We acknowledge that the business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Ezi Debit.

I/We authorise Ezi Debit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, SMS or processing fees may apply as instructed by the Business.

Credit Card Payments

I/We acknowledge that "Ezi Debit Australia" will appear as the business name for all payments from credit card. I/We acknowledge and agree that Ezi Debit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the business as Ezi Debit is acting as a 3rd party payment provider. I/We Acknowledge and agree that in the event that a claim is made, Ezi Debit will not be liable for the refund of any funds.

Ezi Debit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made in it relating to an alleged incorrect or wrongful debit, or otherwise required by law. Further information relating to Ezi Debit's Privacy Policy can be found at www.ezidebit.com.au

Credit Card Fees are a minimum of the transaction fee or the credit card fee which ever is greater.

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

SERVICE DESCRIPTION

Service connections are available at the following speeds**:

256KB/64KB

This is a basic broadband internet connection. It is suitable for;

- Internet browsing
- Online banking
- Downloading of songs and smaller multimedia content

512KB/128KB

This is a normal broadband internet connection. It is suitable for;

- Internet browsing
- Online banking
- Downloading of songs and other multimedia content
- Viewing of security video content from other Bas-XConnect® sites within SOHO or MSO group.

512KB/512KB

This is a specialized internet connection capable of “hosting” content using faster upload speeds. It is suitable for;

- Internet browsing
- Online banking
- Downloading of songs and other multimedia content
- Viewing and hosting security video content to other Bas-XConnect® sites within a SOHO or MSO group.
- Uploading large amounts of backup data to the online backup service*
- Use of VOIP services
- Connection of IP-Eftpos service between sites or with the Bas-XConnect® network

1500KB/256KB

This is a normal broadband internet connection. It is suitable for;

- Internet browsing
- Online banking
- Downloading of songs and other multimedia content, and video
- Viewing security video content to other Bas-XConnect® sites within a SOHO or MSO group.
- Uploading backup data to the online backup service*
- Use of VOIP services

8MB/384KB

This is a highspeed internet connection capable of “hosting” and downloading content at fast speeds. It is suitable for;

- Internet browsing
- Online banking
- Downloading of songs and other multimedia content
- Viewing and hosting security video content to other Bas-XConnect® sites within a SOHO or MSO group.
- Uploading large amounts of backup data to the online backup service*
- Use of VOIP services
- Connection of IP-EFTpos service between sites or with the Bas-XConnect® network

**Subject to service availability and request. The online backup service is additional and may be subject to charge. Please refer to your connection type and features for further information.*

***Our obligation to provide the services is subject to the Bas-XConnect Terms Of Use.*

The explanations listed above are approximate and usability may vary between physical sites and internet content.

BAS-XCONNECT TERMS OF USE

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING Bas-XConnect® NETWORK AND SYSTEMS. BY USING ANY Bas-XConnect® INTERNET SERVICE YOU AGREE TO COMPLY WITH THE Bas-XConnect® Terms Of Use And Acceptable Use Policy .

1. PURPOSE

This Bas-XConnect® Terms Of Use And Acceptable Use Policy ("Terms") sets out the rules which apply to use of our dial-up or broadband internet connection services ("Internet Services"), including, but not limited to, your responsibilities, and permitted and prohibited uses of those services. Compliance with these Terms ensures you may continue to enjoy and allow others to enjoy optimum use of our Internet Services.

2. APPLICATION

These Terms apply to all customers who acquire Internet Services from us. Your obligation to comply with these Terms includes your obligation to ensure any person who you allow to use your Internet Service also complies with these Terms. If you do not comply with these Terms we may terminate or suspend your use of the Internet Services at any time without prior notice.

3. RESPONSIBLE USAGE

You are responsible for your actions on our telecommunications network ("Network") and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person; store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so; do anything, including, but not limited to, store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings; do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority; do anything, including, but not limited to, store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Internet Services, Network or systems; forge header information, email source address or other user information; access, monitor or use any data, systems or networks, including, but not limited to, another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network; compromise the security or integrity of any network or system including, but not limited to, our Network; access, download, store, send or distribute any viruses or other harmful programs or material; send or distribute unsolicited advertising, bulk electronic messages or spam or overload any network or system including, but not limited to, our Network and systems; use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer; tamper with, hinder the operation of or make unauthorised modifications to any network or system; or authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

Nothing in these Terms authorises you to infringe third party intellectual property rights including, but not limited to, copyright and patents.

4. EXCESSIVE USE

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Internet Service. We may limit, suspend or terminate your Internet Service without prior notice if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

Network usage between sites within the Bas-XConnect network is not bound by the internet usage requirements of your plan however, it is bound to network utilization limits.

Data sent or received across the Bas-XConnect network must not exceed 60% of the maximum bandwidth per month. The maximum can be calculated by;

$$\left(1\text{Mbit} = \frac{2,628,000 \text{ (seconds per month)}}{8\text{bps}} = 320.8 \text{ Gb per month}\right) \times 60\%$$

For example: a 512kb/512kb connection must only use 96.24Gb per month. If a song is approximately 5Mb then this would equate to 19709 songs.

5. SECURITY

You are responsible for maintaining the security of your Internet Service, including, but not limited to, protection of account details, passwords and protection against unauthorized usage of your Internet Service by a third party. We recommend that you take appropriate security measures such as installation of a firewall and use up to date anti-virus software. We may provide these measures as part of your service, but we are not responsible for any loss or damage caused by the failure of these measures. You are responsible for all charges incurred by other persons who you allow to use your Internet Service, including, but not limited to, anyone to whom you have disclosed your password and account details.

6. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

You must not infringe the intellectual property rights including, but not limited to, copyright and patents of any person in relation to any material that you access or download from the Internet using your Internet Service or copy, store, send or distribute using your Internet Service.

You must not use your Internet Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the rights of the copyright owner under the *Copyright Act 1968* (Cth) or any other applicable laws.

You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content without prior notice upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights including, but not limited to, copyright and patents of any person.

7. CONTENT

You are responsible for determining the content and information you choose to access on the Internet when using your Internet Service.

It is your responsibility to take all steps you consider necessary (including, but not limited to, the use of filtering programs) to prevent access to offensive or obscene content on the Internet by children or minors who you allow to use your Internet Service. You may obtain further information on the filtering products at basxconnect.com.au.

You must not use or attempt to use your Internet Service to make inappropriate contact with children or minors who are not otherwise known to you. You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including, but not limited to, to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws. Your failure to comply with these requirements may lead to immediate suspension or termination of your Internet Service without notice. If we have reason to believe you have used your Internet Service to access child pornography or child abuse material, we may be required by law to refer the matter to the Australian Federal Police.

8. REGULATORY AUTHORITIES

You must label or clearly identify any content you generally make available using your Internet Service in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the *Classification (Publications, Films and Computer Games) Act 1995* (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation allows the Australian Communications and Media Authority ("ACMA") to direct us to remove from our Network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We may also co-operate fully with law enforcement and security agencies, including, but not limited to, in relation to court orders for the interception or monitoring of our Network and systems. We may take these steps at any time without notice to you.

You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge that we may at any time limit, suspend or terminate your Internet Service without prior notice if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Internet Service is subject to any investigation by law enforcement or regulatory authorities.

9. COMPLAINTS

If you have a complaint about content accessible using your Internet Service you may contact the ACMA by filling out an online complaint form at acma.gov.au, emailing online@acma.gov.au or faxing your complaint to the ACMA Content Assessment Hotline Manager on (02) 9334 7799. Please note that all complaints to ACMA must be in writing. You may also report a violation of these Terms by emailing us at support@basx.com.au.

10. SUSPENSION OR TERMINATION

We may at any time restrict, suspend or terminate your Internet Service without prior notice should you fail to comply with these Terms or you assist, abet, encourage or incite another person to breach these Terms.

Either party may terminate these Terms and provision or receipt of the Internet Services, as the case may be, at any time by giving **[1 months]** notice to the other party. If we terminate these Terms and provision of the Internet Services under this paragraph then we will provide a pro-rata refund of any prepayments made for the Internet Services within 90 days of these Terms being terminated.

11. CHANGES

We may vary these Terms by posting the revised terms on basxconnect.com.au. We may also give notice to you of any variation of these Terms by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with us. Your continued use of your Internet Service after such posting or notice will constitute acceptance of the variation.

12. FEES

You must pay the fees nominated by us from time to time for the Internet Services within 30 days.

We may at any time restrict, suspend or terminate your Internet Service without prior notice should you fail to pay the fees nominated by us from time to time for the Internet Services within the time nominated by us for payment of those fees.

You are liable for any fees incurred in relation to the Internet Services provided by us regardless of whether or not the use of the Internet Services was authorised by you. Early disconnection, relocation, transfer or change of speed may result in additional charges.

13. GST

Except under this clause 13, the consideration for a Supply made under or in connection with these Terms does not include GST.

If a Supply made under or in connection with these Terms is a Taxable Supply, then at or before the time the consideration for the Supply is payable: the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under these Terms for that Supply); and the Supplier must give the Recipient a Tax Invoice for the Supply.

If either party has the right under these Terms to be reimbursed or indemnified by another party for a cost incurred in connection with these Terms, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

In this clause 13: "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); "Supplier" means the entity making the Supply; and other capitalised terms have the meaning given to those terms in the GST Act.

14. AVAILABILITY

While we will endeavour to provide the Internet Services to you, you acknowledge and agree that the Internet Services are not error free and may not be available from time to time.

You must:

provide us with such data, information and assistance necessary to enable us to provide the Internet Services; follow our directions in connection with the provision of the Internet Services; have all resources necessary to receive and use the Internet Services, including, but not limited to, any hardware, software and telecommunications resources recommended by us; and cooperate with us and act reasonably in connection with these Terms and receipt of the Internet Services.

You acknowledge and agree that if you do not comply with this clause 14 then we are not obliged to endeavour to supply the Internet Services to you.

You must comply with our directions and any policies made available on www.basx.com.au from time to time.

15. LIABILITY

Our liability for any loss or damage however caused (including, but not limited to, by our negligence), suffered or incurred by you in connection with these Terms or the Internet Services is limited to the fees paid by you to us in relation to the Internet Services in the 1 month prior to you first suffering loss or damage in connection with these Terms or the Internet Services.

Notwithstanding the paragraph above, we are not liable for any loss of revenues, indirect loss, loss of reputation, loss of profits, loss of actual or anticipated savings, lost opportunities or loss or corruption of data however caused (including, but not limited to, by our negligence), suffered or incurred by you in connection with these Terms or the Internet Services.

Notwithstanding the two paragraphs above, we are not liable for any loss or damage suffered or incurred by you in connection with any failure or delay in the performance of our obligations under these Terms to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by any occurrence or omission outside our control or any act or omission of our subcontractors including, but not limited to, any telecommunications provider.

If the *Trade Practices Act 1974* (Cth) or any other legislation implies a condition or warranty into these Terms in respect of goods or services supplied, and our liability for breach of that condition or warranty may not be excluded but may be limited, the three paragraphs above do not apply to that liability and instead our liability for such breach is limited to, in the case of a supply of goods, us replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, us supplying the services again or paying the cost of having the services supplied again.

16. INDEMNITY

You are liable for, and indemnify us from and against, all loss or damage (including legal costs) incurred or suffered by us however caused in connection with your use of the Internet Services or infringement of third party intellectual property rights by you.

17. ENTIRE AGREEMENT

These terms represent the parties' entire agreement, and supersede all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.

18. COMPLIANCE WITH LAWS

You must comply with all applicable laws including, but not limited to, regulations and mandatory industry codes.