

Service Application Form

Service Application for Brown Bear Internet
ABN 40 054 455 386 ('The Company')
PO Box 1029 Macleay Island Qld 4184
Ph: 1300 785 956 Fax: 1300 765 427

Brown Bear



Internet

1. customer information

Business Customers

Legal Entity (as per ACN/ARBN)

ACN/ARBN

ABN

Trading As (if applicable)

Years Trading

Contact Name

Position

Residential Customers

Customer Name

Date of Birth

Drivers Licence/Passport Number

Both Business and Residential Customers to Complete

Unit (or Level)

Street Number & Name

Suburb

State

Postcode

Billing Address (if different to above)

Unit (or Level)

Street Number & Name

Suburb

State

Postcode

Telephone

Facsimile

Mobile

Email

2. Bundling Option

I wish to bundle with an ADSL service (please tick)

ADSL Plan

Required Speed eg 256/64k

ADSL Phone Number

Required download limit eg 1GB

Excess Option

Shaped

Excess Charges

Modem Option

Modem required (Yes/No)

If yes, model of modem

Static IP Required (Yes/No)

line filters required

3. declaration

I (the Customer) apply to 'The Company' for the supply of Telephone Services for the service numbers listed in section 2 of Part B and or for the supply of Mobile services listed in section 1 of Part C (and if set out in section 1 of Part C of this application) Mobile Equipment and acknowledge that:

- Telephone Services and or Mobile Services are provisioned subject to the Standard Customer Agreement and or Summary Customer Agreement which is a standard form of agreement for the purpose of Part 23 of the Telecommunications Act 1997 (Cth) as filed with the Australian Communications Authority from time to time.
- By signing this Application I agree that I have been given the opportunity to read, or I have read, and agreed to abide by the terms and conditions set out in the Standard Customer Agreement and or Summary Standard Customer Agreement;
- This Application is deemed accepted by 'The Company' at the time my Telephone Services are activated or for Mobile Services at the earlier of the time my mobile Services are activated or my SIM is delivered;
- 'The Company' will bill me for calls made by my telephone lines and or mobile service numbers charges in accordance with the pricing that has been provided at the time of applying for the service and as amended from time to time;
- For Telephone Services, if I agree to a minimum term contract, under section 1 of Part B of this agreement, then early termination charges will apply if I terminate during that minimum term. Early termination charges will be as specified in section 1 of Part B of this agreement
- For Mobile Services, if I agree to a minimum term contract, under section 1 of Part C of this agreement, then early termination charges will apply if I terminate during that minimum term. Unless otherwise stated, the early termination charge is calculated by totaling the minimum monthly spend plus any additional monthly handset costs and multiplying this total figure by the remaining months left of the minimum term.
- By executing this application the signatory warrants that the signatory is duly authorized to execute this application on behalf of the customer set out in Section 1 of Part A.

Important notice - If you are residential customer, a sole trader or partnership in NSW or a customer in the Northern Territory you are entitled to rescind (i.e. cancel) the contract you made at any time within the 5-business day cooling off period for NSW (that ends 5 clear business days from Application) and 10-calender day cooling off period for Northern Territory (that begins on the day we accept this Application), by sending a cancellation notice.

This cooling off period is only applicable when you are contacted directly by Brown Bear Internet

4. privacy and spam

If you are a natural person we will collect personal information about you, including but not limited to your electronic contact details such as email. If you are a business we will collect information about your business including but not limited to your electronic contact details such as email. If you would prefer that we do not use your personal information and/or business information for direct marketing and/or for sending commercial electronic messages, as denied under the SPAM ACT 2003, please tick this box.

5. credit checks

Prior to accepting your application, you have provided to us all information relevant to our assessment of your credit rating
You consent and acknowledge that you:

- Understand that the (Section 18(E)(1) Privacy Act 1988) allows us to give a credit reporting agency certain personal information about you, The information we disclose to a credit reporting agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are more that 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown as intention not to comply with your credit obligations) and cheques drawn by you for \$100 or more which have been dishonored more than once;
- Agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for all purposes of assessing your application and assisting in collecting overdue payments and to our obtaining information about your commercial activities or commercial credit worthiness (Section 18L(4) Privacy Act 1988) from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you.
- Agree to our giving to and obtaining from any credit provider named in your Application or in a credit report (Section 18N Privacy Act 1988) on you issued by a credit reporting agency, information about your credit arrangements for the purpose of assessing your Application, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit worthiness; and
- Understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

6. billing options

Tick one or more options

Credit Card

Direct Debit (Please complete separate Direct Debit form)

Credit Card - Card Type

Mastercard

Visa Card

Card Holder Name

Card Number

Expiry Date

CVC (last 3 digits on back of card)

Card Holders Signature

Note: your cc/bank account will be charged 1 months access fee for each service provided before the account will be activated. This will then be credited to your account

7. ADSL Terms and Conditions / Conditions of Use Policy

This is the Brown Bear ADSL Conditions of Use Policy (CUP), which is a document that must be accepted by every User in order to obtain Brown Bear Internet ADSL products and services. Brown Bear recommends that this document be carefully read as it outlines the minimum conditions of use of the network and exchange.

1. Provision of Service

The Company reserves the right to deny access to any potential User at its discretion.

The Company agrees to supply the User with the Internet services specified in their choice of connection plan and subject to the Company's Quality of Service Agreement hereafter referred to as "the Service".

The Service shall be available 24 hours per day, 7 days per week except during network operational faults or scheduled maintenance hereafter referred to as "Downtime".

The Company provides no guarantees regarding the availability of the Service. The User indemnifies the Company against any losses, damages and or costs by the User or associated third parties resulting from non-availability, interruption or discontinuation of the Service.

Any information or advised courses of action provided by an Officer of the Company is provided in good faith. Any User that relies on information or advised courses of action of an Officer of the Company does so at his or her own risk and indemnifies the Company against any losses, damages and or costs that may arise from acting upon that information or advised courses of action.

Brown Bear Internets ADSL cannot be used by any individual or group of persons for any activities of an illegal or fraudulent nature, including any activities prohibited under the Australian Commonwealth Government Telecommunications Act 1989 or under applicable Australian State and Commonwealth laws; and/or any unauthorised use of copyright material.

All software provided by the Company is used by the User at the User's own risk. The User indemnifies the Company against any losses, damages and or costs by the User or associated third parties resulting from the use of software provided by the Company.

The Company shall protect the privacy of the User and expressly informs the User of the privacy rights conferred by the WAIA code of Conduct and Part 13 of the Telecommunications Act 1997. In particular the Company shall ensure that the User's full name and password, payment details, personal details and contact details are not disclosed to third parties except as specifically permitted or required by law.

2. Payment

The User agrees to pay all such charges as are incurred through the setup and usage of the Service including but not limited to monthly charges and registration fees.

Payment of all fees and charges is due on the 1st of the subscription period. Where the Company issues an invoice for Services provided to the User, the User must make payment to the Company within a 5 day period. If the User fails to make payment to the Company by the 1st day of the subscription period or within 5 days of an invoice being issued, the Company may without notice withdraw access to the Service.

All prices are net of any charge, duty, tax or tariff (including value added or goods and services tax or withholding tax) and the Customer shall be liable to pay, or reimburse Brown Bear Internet for payment of, any such charge, duty, tax or tariff imposed on the Service by any government authority or third party having the right or authority to levy or impose such charges, duties, taxes or tariffs.

The Company reserves the right to vary the rate of charge at any time by the giving of notice to the User a minimum of 20 days before such charges come into effect.

If the User provides a credit card or direct debit authority, all charges and fees will be debited automatically as and when they fall due unless the Company is instructed otherwise.

3. User Responsibilities

The User shall not use the Service so as to interfere with or disrupt the network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms and or viruses, transmission of excessive traffic (such as flood pings), using the network to make unauthorised entry to any other machine assessable via the Service, sending harassing or threatening electronic mail and forgery (or attempted forgery) of electronic messages and or Usenet news postings.

The User agrees to refrain from posting of messages to inappropriate Usenet newsgroups, to refrain from mass, unsolicited e-mailing, to post advertising only where appropriate, and in venues that specifically encourage or allow advertising.

The User hereby indemnifies the Company in respect of any loss or damage claim suit or proceeding against the Company by any person arising out of the use of the service by the User including but not limited to the transmission of any illegal and/or fraudulent material.

It is the User's responsibility to ascertain the full cost of accessing the service, included but not limited to carrier charges imposed by any telephone Company used to access the service.

The use of the service is at the sole risk of the User. The Company only controls and/or monitors the content and information accessed via the service to the extent specifically required by law, and the Company, its agents or its employees shall not be held responsible in any way for any content or information accessed by the service.

The User is responsible for the selection and use of security features and backup of any information or data. The Company takes no responsibility for any information, data, viruses or worms stored on its machines or passing through its network.

The User takes full responsibility for all uses of the service, whether such usage is the result of deliberate and/or negligent action on their part.

The service is not available to any person under the age of 18. The Company may request a copy of identification confirming that the User is over 18 years. If a User allows a minor access to the service, it is the sole responsibility of the User to supervise the minor's activities.

Some of the software that the Company provides is shareware. It is the User's responsibility to ensure that any charges that are payable for use of the software, above and beyond the free trial period, are paid in full to the appropriate entities.

The User shall choose a secure password and ensure that this password is not disclosed to any unauthorised person.

7. ADSL Terms and Conditions / Conditions of Use Policy cont...

4. General Provisions

The User has personally completed the Application form online or as attached.

This Conditions of Use Policy replaces all previous CUPs and applies to all Brown Bear Internets ADSL Users.

Notices shall be in writing and e-mail shall be sufficient written notice, but at the discretion of either the User or the Company notices may also be sent by their choice of post, hand delivery or facsimile. Brown Bear Internets shall confirm receipt of e-mail from the User.

The agreement shall be governed by the laws in force in the state of Queensland and each party hereto submits to the exclusive jurisdiction of the Courts of that state.

5. Termination

This agreement may be terminated by either party with the giving of 21 days notice to the non-terminating party.

It is the User's responsibility to notify the Company if the service is no longer required.

The Company reserves the right to temporarily disconnect the User in the event of serious operational faults or security incidents arising through the User's connection to Brown Bear Internet's ADSL and/or FIX or in the event of continued abuse of this agreement by the User.

The User will be disconnected without notice for serious breaches of these conditions.

Either party is entitled to immediately terminate this agreement by notice in writing to the other party in the event that: an order is made or an effective resolution is passed for the winding up of the other party; or an administrator of the other party is appointed.

The forbearance on the part of the Company from terminating the service on the first date the Company is entitled to do so shall not constitute any waiver of the Company's rights to maintain strict time limits for payment and insist upon standards of User behaviour pursuant to this agreement.

Brown Bear Internets reserves the right to terminate membership of any Small Business Partner for any business or other practices which Brown Bear Internet considers inappropriate or detrimental to be associated with the Brown Bear Internets trading name.

6. Cancelling Contract

Cancelling the service during the contract period will result in the customer being required to pay a \$99 cancellation fee and losing any bundled discount

your autograph please

Authorised Representative Signature

Authorised Representative Name

Position (Business Accounts Only)

Date

office use only

Dealer Name

Dealer Code

Non-Standard Rate Details

Additional Comments

8. telephone service details

Legal Entity or Customer Name

Long Distance Service Only

Full Service

ISDN Services

Yes

No

ISDN Number Range

*Minimum Term Agreement of

Months

*By ticking the box above I (the customer) agree to enter into a minimum term agreement for the period in months indicated

SRP Special Terms

Early Termination Charge or Calculation

9. service information

Please complete a separate list of service numbers including a signature at the bottom of each page if further space required.

Service Number

Department (optional)

Plan Name

Inbound Service Number

Answer Point

Plan Name

10. transfer authority

Telephone company (from):

Telephone company (to): 'The Company'

I, the authorised signatory, have responsibility for dealing with telecommunications matters and am authorised to sign this transfer authority and make the changes to the services listed in section 2 above and agree that:

- The telephone service number(s) under the accounts identified in section 2 above are to be transferred to 'The Company'.
- I acknowledge that the service numbers provided in section 2 above are correct and correspond to the service numbers I require to be transferred to 'The Company'.
- A porting charge may apply for each 13, 1300 or 1800 service number.
- There may be consequences from the transfer arising from my existing telephone contract and it is my responsibility to check the terms and conditions of any existing contracts relevant to the services being transferred.
- 'The Company' may choose my carrier.
- I acknowledge that I may surrender all incentives and benefits with my current telephone company (eg. Discount plans, charity concessions).
- 'The Company' can ask my current telephone company to release me.
- I authorise 'The Company' to sign on my behalf and in my name forms of authority to my current Supplier to transfer my services into my name.
- The telephone service number(s) will remain active with my current telephone company until the transfer is effective.
- I will be solely responsible to 'The Company' for all charges incurred by me on the service numbers I have provided to 'The Company' for transfer to them, after the date the transfer is effective.
- I understand I will still be responsible to my current telephone company for any charges which are incurred and/or billed up to the date the transfer is effective.
- I will contact my current telephone company in relation to providing service and any faults until the transfer is effective.

Additional Comments

your autograph please

Authorised Representative Signature

Authorised Representative Name

Position (Business Accounts Only)

Date

11. mobile service details

Legal Entity or Customer Name

If further space is required please complete a separate list including a signature at the bottom of each page.

Port or New	Mobile Number	term in months	Monthly Access	Included Calls	SRP Name (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SRP Special Terms

Delivery Contact Details (Please specify if different from section 1 of Part A)

Unit (or Level)

Street Number & Name

Suburb

State

Postcode

By executing this Application the signatory warrants that the signatory is duly authorised to execute this Application on behalf of the Customer set out in section 1 of Part A

your autograph please

Authorised Representative Signature

Authorised Representative Name

Position (Business Accounts Only)

Date

12. mobile number portability (mnp) customer authorisation

To be completed only if porting an existing mobile number.

Legal Entity or Customer Name

I acknowledge and agree to the following information to be used by my existing mobile service provider to authorise the port of the following mobile service numbers to 'The Company'.

Mobile Service Number	Current Mobile Service Provider	Current Mobile Account Number (Postpaid) or DOB (Prepaid)	Plan Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Porting hours are 8.30am to 4pm Mon-Thurs and 8.30am to 3pm on Fri (AEDST/AEST), except national public holidays.

Ports take place within 30 days of the authorisation date on this form.

I authorise:

- The above mobile service numbers to be ported to 'The Company' the mobile service numbers listed above, the identity of my new service provider ('The Company') and network type to be disclosed to other network providers and portability service suppliers for the purpose of complaint handling, network fault management, and the routing of calls and SMS messages to my mobile service number after porting activity has taken place.
- A nominated representative of 'The Company' (acting in good faith) to complete and sign a new MNP Customer Authorisation for the purposes of carrying out the port to 'The Company' in circumstances where this MNP Authorisation expires, additional details are to be added, editing or deleting details are required.
- A nominated representative of 'The Company' (acting in good faith) to complete any blank spaces, missing or incomplete information on this MNP Customer Authorisation on my behalf.

I acknowledge and agree that:

- I am authorised to request the porting of the mobile service numbers listed on this form
- I have been advised that by porting the mobile service numbers listed on this form, the service and/or related services associated with that number may or may not be disconnected from the existing mobile service provider, and may result in finalisation of the account.
- The Authorisation Date is the date I signed this MNP Customer Authorisation.
- This MNP Customer Authorisation is valid for 30 days from the Authorisation Date.
- There may be costs and obligations associated with my existing mobile service and with porting my mobile service numbers;
- I may or may not have an existing contract with my existing mobile service provider; and
- My current contract may or may not include an obligation to make an early termination payment to my existing service provider.

your autograph please

Authorised Representative Signature

Authorised Representative Name

Position (Business Accounts Only)

Date



Comms Group Aus

ABN 40 054 455 386



ABN: 47 110 689 711
New Customer Form

Member Ref: _____ Client ID: **10280**

Surname: _____ Given Name: _____
Or Company / Business Name

Address: _____ Suburb: _____ Pcode: _____

Ph: () _____ Mob: _____ Email: _____

Payment Agreement

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

Step 1:	Step 2:	Step 3:
First Debit Date: ____/____/____ First Debit: \$ Regular Debit Date: ____/____/____ Regular Debit: \$	<input type="checkbox"/> Until Further Notice Or <input type="checkbox"/> For a minimum of (#) ____ Payments Or <input type="checkbox"/> Until a minimum amount of \$ _____ is collected	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Half-Yearly <input type="checkbox"/> Yearly Select one only
Fees / Charges Setup Fee: Nil Direct Debit Fee: Nil		

Direct Debit Request (Bank Account, Building Society or Credit Union)

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

What is the name of your bank, and where was the account opened?

Financial Institution: _____ Branch: _____

How does the name appear on your statement?

Account Holder Name(s): _____

BSB Number: _____ Account Number: _____

I/We authorise Payment Technologies Pty Ltd User ID 234072 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 Terms and Conditions provided.

This authority shall stand pursuant to the terms and conditions of any contractual agreement between the customer and business named above. The administration of this authority is conducted by Payment Technologies (Debit User) acting as a billing agent for the business. The services provided by Payment Technologies are administrative only and do not extend to the provision of any service or benefits by the business. This authority shall be interpreted and enforced pursuant to the laws of the State of Queensland.

Signatories of Nominated Account

Date

_____ / _____

_____ / _____

Office Use Only:

SBk1

Received Date:

Reference No:

Ver 2.1

Service Agreement

The administration of this agreement is conducted by Payment Technologies (ABN 47 110 689 711). The services provided by Payment Technologies are administrative to the status of the Agreement and do not extend to the provision of any services or benefits of the Agreement as provided by the Business. This authority shall be interpreted and enforced pursuant to the laws of the state of Queensland.

The Financial Institution may, in its absolute discretion, determine the order of priority of payments by it of any monies pursuant to this request or any other authority or mandate.

Payment Technologies will provide 14 days notice if the payment amount (s) or frequency of the payments vary for future debits.

It is your responsibility to ensure that you have sufficient clear funds in your nominated account to enable the direct debit to be honoured by your financial institution. Direct debits normally occur overnight; however transactions can take up to three (3) days depending on your financial institution. If your Debit request falls on a weekend or public holiday, it will be processed on the next working day.

You are advised to verify account details against a recent bank statement and if uncertain you should contact your financial institution.

If your Direct Debit is dishonoured or returned by your financial institution, for any reason, Payment Technologies reserves the right to charge a dishonour fee, and re-present the Direct Debit for processing again on the next business day.

Any dispute arising from this or subsequent direct debits are to be directed to Payment Technologies on (07) 3299 3211 or in writing to the address provided below, or you may contact your financial institution. If no resolution is forthcoming you are advised to contact your financial institution.

If you lodge a DDR Customer Claim form with your financial institution they will investigate whether the transaction was authorised by you. If the transaction date was no earlier than 12 months from the date of your claim you should receive a response within 7 days from the date of your claim. If the transaction date was made earlier than 12 months from the date of your claim you should receive a response within 30 days from the date of your claim.

We 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 relation to an alleged incorrect or wrongful debt, or otherwise required by law.

You may stop, cancel, alter or defer your Direct Debit Request at any time, by contacting your Financial Institution or by providing at least 14 Business Days written notification to Payment Technologies at the address detailed below.

I/We authorise the Debit User to verify the details of the abovementioned account with my/our Financial Institution.

I/We authorise the Financial Institution to release information allowing the Debit User to verify the abovementioned account details.

I/We agree to accept payment notifications from the business by either E-mail or SMS as determined by the business. If I do not wish to receive such notifications I will contact the business directly so as to be omitted from such notifications.