



# MUDGEE INTERNET

## DSL APPLICATION FORM

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mr/Mrs/Ms - Given Name – Surname - or business name  
- APPLICANT MUST BE 18 OR OVER.

Contact: \_\_\_\_\_ ACN: \_\_\_\_\_  
(if different from Name) (company only)

Address: \_\_\_\_\_  
Number & Street, Town, State, Postcode

Mailing Address \_\_\_\_\_ Access Plan #: \_\_\_\_\_  
If different to address above

Contact Ph No: \_\_\_\_\_ DSL Ph No: \_\_\_\_\_  
If different to contact no

Referred by: \_\_\_\_\_  
Username or full name of person who referred you.

Select one:  New DSL Service  
 Transfer DSL Service. Transfer from: \_\_\_\_\_

**E-Mail:**

Preferred Name (max length 8 letters): \_\_\_\_\_  
And Password (max length 8 letters): \_\_\_\_\_  
(Must contain at least 2 numbers and 2 letters of the alphabet)

**Payment Details:**

Setup fee of \$132 plus first month's minimum fee payable upon connection. Minimum contract is 6 months. \$80 termination fee if cancelled within the contract period.

I hereby authorise Mudgee Internet to charge my credit card every month for Internet Access fees.

Card Type:      Visa      Bankcard      Mastercard  
(circle one)  
Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Card Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

<b><u>Computer Type</u></b>	
<input type="checkbox"/>	Windows 95/98
<input type="checkbox"/>	Windows 2000/XP
<input type="checkbox"/>	Mac
<input type="checkbox"/>	Other

***I agree to the Terms and Conditions as set out on the reverse side of this form***

Signed: \_\_\_\_\_  
(Must be signed by parent or guardian if under 18)

Name (Print): \_\_\_\_\_

<b>Office Use Only</b>			
Name:		User #	
Password:		Date:	
Amount Rcvd:		Payment Method:	
			C/Card only Account Created C/Card Init payment deducted C/Card Info in C/C program

Mudgee Internet  
PO Box 484  
Gulgong NSW 2852  
Ph: 1300 766 585  
Fax: (02) 9606 0700

## Terms & Conditions

This agreement BETWEEN Planet Ozi Pty Ltd ACN 108139037 trading as Mudgee Internet (hereinafter referred to as MINT) of the 1st part and the applicant referred to on the application form (hereinafter referred to as the Subscriber).

## Extent and Limitations of Service

The subscriber is entitled to access MINT's Internet service and receive technical support to correct connection problems that the subscriber is experiencing when attempting to access MINT's Internet service. All other hardware and software problems occurring with the Subscriber's equipment can be corrected for an additional charge.

The service only provides access to MINT's Internet service. All costs incurred in accessing the system are the Subscriber's responsibility.

The customer accepts that MINT runs an automated Anti-Virus scanner on all emails and agrees for this software to refuse delivery of virused emails. The customer further accepts that the process may not remove all viruses and MINT is not to be held liable if this happens.

The customer accepts that MINT subscribes to anti-spam registries in an effort to curb the spiralling numbers of offensive and pornographic emails and that this may occasionally result in delivery disruptions of legitimate mail.

## Acceptable Usage Policy

1. ADSL/SDSL services may not be used to provide data feeds for other services, locations or systems and any equipment connected to the ADSL/SDSL Tails and Circuits must be of a suitable quality and approved by Austel.
2. The default network AUP for ADSL Service is: (1) 256Kbps/64Kbps = 20GB limit per month, (2) 512Kbps/128Kbps = 30 GB limit per month and (3) 1.5Mbps/256Kbps = 50 GB limit per month.
3. Once the default network AUP has been reached during a calendar month, the speed may be slowed to 64Kbps/64Kbps.

## Software provided by MINT

Where MINT provides software to the Subscriber whether in relation to and in connection with the Service such software, unless specifically stated Shareware or Public Domain, is provided free-of-charge. The Subscriber undertakes to abide by any and all licensing terms contained in such software.

## Payment and Variation of Fees and Charges

Charges for the Service are as stated in the Information Sheet tendered to the Subscriber and amended hereto. Such rates may be varied by MINT upon 30 days notice in writing to the Subscriber. Subscribers may change monthly access plans providing due notice is given in

advance of the next billing date. Monthly access charges are to be paid in advance together with any excess charges incurred from the previous month.

## Privacy

MINT undertakes to ensure, as far as it is practicably possible, that the Subscriber's account on MINT's system, and all matter related thereto will be kept private and confidential. MINT accepts no responsibility for any information illegally obtained from its system.

## Responsibilities of the Subscriber

The Subscriber warrants that he/she shall:

1. in respect of the use of the Service, at all times conduct themselves in a responsible and considerate manner.
2. not use or knowingly use the service during electrical storms as this may severely damage MINT's and the Subscriber's equipment.
3. not use or knowingly allow the service to be used for any unlawful or illegal purpose or involve the use of the Service in any breach of any civil or criminal law.
4. be responsible for the maintenance and security of their access facility to MINT's system and security and integrity of login and password procedures to the Subscriber's own account.
5. remain responsible for any use and/or access time used, by unauthorised persons logging in through the Subscriber's account via the use of the Subscriber's access facility and/or as a result of the obtaining and use of the Subscriber's login and password procedures.
6. remain liable for monthly access charges even if the Subscriber is unable to access the service because of faults due to the Subscriber's equipment or telephone line.
7. not to engage in the sending of junk email (SPAM) through MINT
8. be bound by the latest Terms and Conditions found at <http://winsoft.net.au/contract.html>

## Breaks or Interruptions in Service

MINT is entitled at any time, with or without notice to the Subscriber, to temporarily withdraw the service for any purpose including maintenance, service repairs, emergency procedures and/or repair.

MINT is not responsible for any break or interruption of the service however caused, but undertakes, where such a break or interruption has taken place, to endeavour to restore the Service as soon as is practicably possible. The Subscriber acknowledges that at times all incoming phone lines may be in use and that MINT bears no responsibility if this occurs.

## Rights of Termination of Service

Term of Contract

This contract shall, subject to the provisions hereof, be ongoing whilst the

Subscriber continues to subscribe to MINT.

By the Subscriber

The Subscriber may terminate their service upon giving 30 days notice in writing to MINT. Minimum monthly charges, set up fees, etc., are not refundable where subscriptions are terminated by the Subscriber prior to the Subscribed period. Any excess charges incurred from the previous month's access are payable on termination.

By MINT

MINT may at its discretion, terminate the Service to the Subscriber at any time upon the following events:

1. Upon MINT giving to the Subscriber no less than 30 days notice in writing of termination and upon an undertaking to refund any subscriptions paid in relation to the period subscribed beyond the 30 day notice given.
2. Immediately and without notice upon a breach of this contract or any law, civil or criminal, relating to or connected with the use of or involvement with this service.
3. Upon any invoice, having been tendered by MINT to the Subscriber, remaining outstanding beyond the payment date stated in the invoice.

## Indemnity

The Subscriber hereby agrees to indemnify MINT against all loss, damage, liability and/or expense of any nature, howsoever caused or incurred, as a result of or arising out of any claims made or proceedings commenced against MINT by any third party. This clause does not apply where the claims and/or proceedings mentioned above did not arise from or were not connected with the use of the Service by the Subscriber or, by the involvement of MINT through or caused by the Subscriber in any matter or circumstance from which such a claim or proceedings arise.

## Exclusions

MINT shall not be held liable for any loss or damage arising from or in connection with the use of or in relation to any matters arising out of the provision of the service, or in consequence thereof. MINT shall not be held liable for any loss or damage arising from or in connection with or in relation to any matters arising out of any Support or Consultancy provided to the Subscriber by or on behalf of MINT pursuant to the terms of this contract.

## Agreement

This agreement constitutes the entire agreement between MINT and the Subscriber in respect of all matters covered by this agreement and all prior agreements and representations are hereby superseded. Jurisdiction - This agreement is governed by the laws in force in the state of NSW and the parties hereby agree to submit to the jurisdiction of that state.