



1/18 Deblin Drive
 NARRE WARREN VIC 3805
 Ph: (03) 8789 4988 FAX: (03) 9705 2544
 E-Mail: sales@gtelecom.com.au

FIXED WIRELESS APPLICATION FOR HOME USERS

Account Holder

Name (Must be same as phone bill):		
Address:		
Suburb:	State:	Postcode:
Phone:	Mobile:	Business:
Fax:	Existing Email Address:	
Driver's License	State:	

Installation

Address:		
Suburb:	State:	Postcode:
Technical Contact Name: Phone:		
Mobile: Fax: Email:		

Billing Details (if different from above)

Address:		
Suburb:	State:	Postcode:
Accounts Contact Name:		Phone:
Fax:	Email:	

Email Addresses -Log-in& Main Email Address

The username should be no shorter than 3 letters and no longer than 10 letters. Please be advised not all usernames will be available. If your desired preferred username is taken, then the Secondary username will be selected.

1st Preference*:		@gtelecom.com.au
2nd Preference*:		@gtelecom.com.au
Password**:		

Additional Email Address (optional)

1st Preference*:		@gtelecom.com.au
2nd Preference*:		@gtelecom.com.au
Password**:		

* Username must be 3-15 characters in length and contain only lower case letters or digits. Symbols are not permitted.
 ** Password must be 6-10 characters in length and contain only lower case letters or numbers. Symbols are not permitted.



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Direct Debit from a Bank Account: Please complete separate direct debit form. Call 1300 655 463 for a form

Declaration & Authorisation

I declare that: All the information I have provided is true and correct. I have read, understood and agree to abide by GTelecom's Standard form of agreement (SFOA) abbreviated, located on there webpage with the address: <http://sfoa.gtelecom.net.au/>

I am authorized to make this declaration on behalf of the above-named organization.

Signature _____

Position: _____ Date _____

FAX your completed Application to 1300 659 978

This authority is to remain in force in accordance with the terms and conditions as described on this page, and I/we have read and understand the same.

Signature of Account Holder: Date:

Signature of Joint Account Holder (if applicable) :

Date:

Office Use: Staff Members Name:

Office Use Only Date Received: Entered By:

Reference #:



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Residential Fixed Wireless Terms and Conditions

1.0 This Agreement overrides and cancels any previous agreements, whether verbal or otherwise, arrangements or commitments between the Customer and GTelecom relating to FIXED WIRELESS Internet access services.

1.1 DESCRIPTION OF SERVICE

1.1.1 GTelecom's FIXED WIRELESS is high speed, broadband Internet access services which operate on the line of site from the customer premises and base station.

1.1.2 The actual speeds can vary substantially due to many factors, but not limited to distance from local base station, quality of line of site, EMI (Electromagnetic Interference), the capacity of the uplink and customer's modem/router.

1.1.3 Customers on FIXED WIRELESS plans who are more than 2kms from the Local Base station and/or with poor quality of line of site may be limited to 512kbps/512kbps modulation for stability purposes and due to technical limitation.

1.2 AVAILABILITY OF SERVICE

1.2.1 The Customer agrees and understands that in some cases it may not be possible to provide an FIXED WIRELESS Lite service due to limitations or incompatibility within the network.

1.2.2 To get a GTelecom FIXED WIRELESS Lite service, the Customer must be in an area covered by GTelecom's network.

1.2.3 GTelecom does not guarantee provision of broadband to every applicant. If the service is unavailable, GTelecom will notify the applicant, and will not be liable for any loss caused by rejection of the Customers application.

1.2.4 GTelecom's broadband business plans are available only to Customers who provide a valid ABN on registration.

1.3 FAULTS AND OUTAGES

1.3.1 The Customer agrees to direct all queries regarding faults / outages of their GTelecom broadband service to GTelecom's technical support Help Desk The Customer is liable for any inquires to Third Party service providers or Telstra. GTelecom will invoice the Customer for costs incurred due to the Customer engaging a third party for assistance with their GTelecom service.

1.4 INSTALLATION OF SERVICE

1.4.1 It is the Customer's responsibility to ensure that their computer and software conform to the minimum standards required to access and use GTelecom FIXED WIRELESS Lite service, Our System Requirements are detailed online at http://www.GTelecom.com.au/products_services/system_requirements.php

1.4.2 The Customer agrees and understands that their application may be rejected or delayed due to, but not limited to, transpositioning, Bad Weather Etc. The Customer acknowledges that such issues are outside of GTelecom's control.

1.4.3 Cancellations due to non FIXED WIRELESS Lite provisioning must be thoroughly investigated before breakage of the contract.

1.4.4 The Customer acknowledges that there may be a minor disruption to the nominated standard service during installation.

1.4.5 The Customer acknowledges that 'An additional wireless device has been connected to antenna. This serves as a relay point for other customers within your vicinity.'

2.0 Billing

2.0.1 The Customer agrees to pay all subscription fees and usage charges applicable to the broadband plan they have registered for. The Customer understands that all GTelecom fees and charges may be altered from time to time by GTelecom without notice, however, GTelecom will not increase the subscription fee for the Customer's plan until the end of the Minimum Contract Term.

2.0.2 Failure to pay subscription or usage charges will result in the suspension or termination of the Customer's broadband service. If the service is terminated due to non payment, it will be treated as a cancellation of service by the Customer, who will be required to pay any relevant reconnection or cancellation fees.

3.0 REGISTRATION

3.0.1 The Customer agrees to pay all equipment, delivery and set-up charges and their first subscription fee, once their nominated service is installed. The charges will be as advertised on the contract at the time of registration and will be charged upon installation.

3.0.2 The Customer agrees to pay another set-up fee to re-install their broadband service, if they provide GTelecom with incorrect registration details which result in the service being installed on the wrong address. The Customer must also provide the correct service details in writing to GTelecom before re-installation will proceed.

3.0.3 GTelecom will commence the Customer's Initial Contract Period and subscription billing cycle on the day GTelecom service is installed at the Customer's premises.

3.1 THE MINIMUM CONTRACT TERM

3.1.1 All GTelecom broadband plans have a Minimum Contract Term. The Minimum Contract Term is the minimum period for which the Customer must remain on and is liable for payment of their GTelecom broadband service from the time it is activated. If the Customer cancels the service before the end of the Minimum Term, they will be liable to pay out the remainder of this period.

3.1.2 The Minimum Contract Term varies from plan to plan, and will be as advertised for the Customer's plan at the time of registration.

3.1.3 Once the Minimum Contract Term is over, the Customer's service will continue to renew automatically, and the Customer will continue to be charged for the service, until such time as the Customer cancels the service.

3.2 SUBSCRIPTION FEES

3.2.1 Subscription charges for GTelecom broadband plans are billed in advance. 6 days prior to the end of each subscription period the Customer's plan will automatically renew, and the following period's subscription fee will be charged.

3.2.2 Subscription fees are charged monthly, quarterly or another period as advertised for the Customer's plan.

4.0 USAGE (DOWNLOAD) CHARGES

4.1.1 With some GTelecom broadband plans the Customer is charged for all downloads in excess of a specified monthly download quota, at the rate of 15 cents per megabyte.

4.1.2 Usage charges incurred within a billing month are charged at the end of that billing month.



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5.0 PAYMENT OPTIONS

- 5.1.1 Payment options are credit card, Cash, Cheque and/or direct debit from a nominated bank account, as specified on the GTelecom website for the plan chosen by the Customer. Accounts paid with an American Express or Diners Club card will incur a surcharge of 2.75% (incl. GST) of the payment amount when GTelecom debits the card.
- 5.1.2 Payment of invoices is required within 15 days of date of invoice. Payment can also be made through by calling the Call Centre. If payment is not made within this time, account suspension will be enforced.
- 5.1.3 Payment method will be moved from invoice to automatic Credit Card or Direct Debit deduction in the cases where a plan change, relocation, reconnection or reactivation of internet service is required by retail customers (without ABN).
- 5.1.4 GTelecom reserves the right to charge \$10 inc. GST per invoice generated and posted for retail customers (without ABN) who have invoice as payment method.

6.0 Additional Charging

6.1 ADDITIONAL CHARGES

- 6.1.1 The Customer understands that all changes to their broadband plan/service may incur fees including, but not limited to: Changes in bandwidth/speed/configuration/plan, relocation of the service to a different address, and termination of the service. GTelecom will charge the relevant fees specified on receipt of the Customer's application.
- 6.1.2 GTelecom is not liable for any interruption in the Customer's service while a change to the Customer's plan/service is being processed and implemented. Customers can contact GTelecom Customer Service on 1300 659 442 for an estimate of how long the service may be disrupted due to a specific change. GTelecom cannot guarantee such estimates.
- 6.1.3 GTelecom will not reimburse subscription charges incurred while a change to the Customer's GTelecom service is being processed or implemented, and will not be liable for any loss or damages associated with disruption of the service while the change is being implemented.
- 6.1.4 A change to a Customer's service will only be implemented once GTelecom receives all necessary information in writing by email, fax or post. Contact details are available online on our website.

6.2

- 6.2.1 If the Customer's broadband service is terminated automatically, it is the Customer's responsibility to inform GTELECOM. If the Customer chooses not to reconnect their service, all of the usual conditions relating to cancelling an FIXED WIRELESS Lite service will apply, including the fee for early contract termination.
- 6.2.2 If a Customer has a GTelecom FIXED WIRELESS Lite service and changes their location to an area where GTelecom FIXED WIRELESS Lite is not available, they may choose one of the following 2 options:
- Change to a current GTelecom ADSL plan, with a new Minimum Contract Term.
 - Cancel the GTelecom FIXED WIRELESS Lite service and pay out any remaining portion of the Minimum Contract Term.

6.3. Relocation

- 6.3.1 If the Customer applies to relocate/reconnect their service during the Minimum Contract Term, and GTelecom determines that neither ADSL nor FIXED WIRELESS Lite are able to be provisioned at their new address / telephone number, the Customer will be charged the remaining portion of the Minimum Contract Term.
- 6.3.2 If relocation/reconnection of the Customer's service is delayed due to a factor outside of GTelecom's control the full early contract termination fee will apply if the Customer chooses not to proceed.
- 6.3.3 The Customer's Minimum Contract Term will restart on reconnection/relocation of the service. If, at the same time, the Customer changes their broadband plan, they will begin a new Minimum Contract Term as specified for that plan.
- 6.3.4 If the Customer's existing plan is no longer advertised on the GTelecom website at the time the relocation/reconnection is applied for, the Customer may be required to choose a new plan from GTelecom's current range, and begin a new Minimum Contract Term as specified for that plan.

6.4 CHANGE OF PLAN

- 6.4.1 Migrating to another GTelecom FIXED WIRELESS Lite plan does not reduce the Minimum Contract Term or terminate the original agreement or result in a reduction of the charges payable by the Customer to GTELECOM. The new plan subscription and/or usage charges will apply from the date of the migration.
- 6.4.2 A Change of Plan fee and/or Contract Restart may apply if customers request to change their FIXED WIRELESS Lite service, as displayed on our web site.
- 6.4.3 FIXED WIRELESS Lite plan change as a Downgrade, outside of contract, free of charge is limited to one every 6 months. Any subsequent change as a Downgrade within 6 months will incur a fee of \$90.

6.5 CANCELLING AN FIXED WIRELESS Lite SERVICE

- 6.5.1 The Customer may terminate their FIXED WIRELESS service by giving GTelecom at least 30 days written notice. The Service has to be paid up to the end of the notice period.
- 6.5.2 If the Customer cancels their FIXED WIRELESS Lite service before the end of their Minimum Contract Term the Customer will be required to pay out the remaining portion of this term.
- 6.5.3 If the Customer seeks to terminate their service due to a service problem/outage, before the minimum Contract Term has ended, a full payout of the remaining portion of this contract term will apply, unless, in our opinion, GTelecom has had ample opportunity to resolve the problem.
- 6.5.4 The Customer authorises GTelecom to charge ALL termination fees, including, but not limited to, any remaining portion of the Minimum Contract Term to the Customer's credit card or direct debit account on receipt of the Customer's termination notice.

7.0 Usage

7.1 CUSTOMERS RESPONSIBILITIES

- 7.1.1 The Customer is responsible for all usage charges in respect of the use of their broadband service, whether or not such usage was authorised, including usage caused by infection of the Customer's computer with a virus or due to other unauthorized third party intrusions.
- 7.1.2 The Customer is not to allow a Third Party to use their broadband service without direct supervision and/or written authorisation by GTelecom.

7.2 CALCULATING DOWNLOAD USAGE

- 7.2.1 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).



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7.3 Liability

7.3.1 The Customer acknowledges that GTelecom cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third party Carrier's Network infrastructure or things out of GTelecom control.

7.3.2 Customers use the GTelecom broadband service at their own risk and GTelecom takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against GTELECOM, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the broadband service and/or GTelecom email services.

7.3.3 While GTelecom will endeavour to make its broadband services available to Customers 24 hours a day, 7 days a week, FIXED WIRELESS Lite are not fault free and GTelecom cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are also many factors outside of GTelecom's control which affect FIXED WIRELESS Lite delivery, GTelecom accepts no liability for interruptions to the Customer's service or for any resulting damage or loss suffered by the Customer or any third party.

7.3.4 GTelecom reserves the right to perform maintenance work from time to time, which may temporarily interrupt the Customer's access to the service. Where possible, GTelecom will perform this work during non-peak times.

7.3.5 The Customer hereby indemnifies GTelecom against all liability, costs, loss or damage, suffered or incurred by GTELECOM, its suppliers, employees, contractors and assignees arising from their use of the ADSL Service.

7.3.6 GTelecom shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such event shall not amount to a breach of this Agreement.

7.3.7 Support, maintenance and/or consulting by GTelecom to the Customer shall be regarded as separate to this agreement. The Customer is responsible for any expenses relating to, but not limited to, cabling, configuration and/or modifications to the Customer's equipment.

7.3.8 GTelecom reserves the right to add, or delete web sites to/from its filter list without prior notice to the Customer.

7.4 Additional Terms and Conditions

7.4 BACK-UP DIAL-UP SERVICE

7.4.1 A backup dial-up service is available with all GTelecom FIXED WIRELESS Lite plans for use by the Customer in the event of an outage, or from a remote location.

7.4.2 The backup dial-up service is charged at a rate of \$1.10 per hour, capped at \$16.99 per billing month, except for the Broadband Value 256 plan. Any dial-up usage incurred by a Customer on the Broadband Value 256 plan will be deducted from the Customers 200MB monthly download limit. Once the customer has exceeded the 200MB limit, additional dial-up usage will be charged at 15cents/MB. 7.4.3 Dialup usage is calculated in one-minute increments and charging is rounded to the nearest cent. A minimum access charge of 11 cents including GST per session applies.

7.4.4 By utilising the backup dial-up service, the Customer is agreeing to GTelecom's Dialup Terms and Conditions.

7.4.5 Each time the Customer connects to the Internet using their backup dial-up service, the Customer will incur call charges as per the Customer's contract with their telephone service provider. The Customer is solely responsible for all call charges incurred to connect to their GTelecom dialup service. Therefore GTelecom strongly recommend that the Customer check that the GTelecom dialup number they intend to use is a local call number.

7.5 FREE EMAIL ACCOUNT

7.5.1 Virus filtering is performed on all email passing in or out of the GTelecom email servers, and will not be disabled on individual accounts. Email messages detected with a virus are rejected immediately with details of the virus. The Customer will not receive separate notification for each infected message which is rejected, but will be emailed a fortnightly summary of prevented viruses.

7.5.2 GTelecom Customers who regularly send virus emails, or have virus infected emails sent from their network, will be notified daily via email. Failure to fix the virus infected computer will result in a temporary block of all email services for that customer or network.

7.5.3 SPAM or Junk email filtering is performed on a per email account basis. The account holder is able to select the appropriate filtration level, or disable this service. Email detected and prevented from delivery can be viewed via a website.

7.5.4 Sender address verification is performed on all incoming emails. This is enabled by default, but can be disabled on a per email address basis.

7.5.5 GTelecom does not guarantee faultless storage of emails, and will not be liable for any damage or loss, including loss of time, resulting from storage faults. Emails are only temporarily stored online for free email accounts. GTelecom will not be responsible for emails deleted automatically once the specified storage limit is reached.

7.5.6 GTelecom free email plans offer spam filtering and virus protection facilities. These features are to help the Customer protect themselves against unwanted viruses and junk email. GTelecom does guarantee protection against spam or viruses and recommends that Customers make use of other available protections such as antivirus software and firewalls.

7.5.7 GTelecom recommends that the Customer uses email client software (i.e. an email program) which will download and store copies of the Customer's email on their own computer and/or will enable the Customer to make hard copies of important emails.

8. Implied terms

8.1 Subject to sub clause 8.2, any condition or warranty that would otherwise be implied in this agreement is hereby excluded.

8.2 Where legislation implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty

shall be deemed to be included in this agreement. However, where legislation permits, the liability of GTelecom for any breach of such condition or warranty shall be limited, at the option of GTelecom, to one or more of the following:

8.2.1 If the breach relates to goods;

8.2.1.1 The replacement of the goods or the supply of equivalent goods;

8.2.1.2 The repair of such goods;

8.2.1.3 The payment of the cost of replacing the goods or of acquiring equivalent goods; or

8.2.1.4 The payment of the cost of having the goods repaired.

8.2.2 If the breach relates to services:

8.2.2.1 The supplying of the services again; or

8.2.2.2 The payment of the cost of having the services supplied again.



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9. Liability of GTelecom Subject to clause 8 above, GTelecom shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods supplied or the provision of the service pursuant to this Agreement or in respect of a failure or omission on the part of GTelecom to comply with its obligations under this Agreement.

Name: _____ (Please print)

Signature: _____

Date: ____/____/____

The Broadcasting Services Amendment (Online Services) Act 1999 and Internet Industry Associations Code of Practice prohibits the provision of Internet Access to anyone under the age of 18 years without obtaining prior consent from a parent or guardian. If you are under the age of 18 years, please have your parent or guardian Complete the following:

I am the lawful parent/guardian of _____ and give him/her consent to access the Internet through an GTelecom Account. I agree that I am responsible for the supervision of his/her use of the Internet, in accordance with the above Terms & Conditions, and take full responsibility for any material he/she may access through use of this account.

Name of Parent / Guardian: _____ (Please print)

Signature: _____

Date: ____/____/____