

dial-up & ISDN service agreement

8/250 st georges terrace perth wa 6000 tel 1300 550 550 fax 1300 368 200

customer information Mr Mrs Miss Ms Dr Other _____

promotion code: _____

given names		surname	
business name		ABN	
billing address		suburb	state
phone	fax	mobile	e-mail address
are you an existing EFTel customer?		<input type="checkbox"/> yes	client ID / username (if known) <input type="checkbox"/> no
how did you hear about EFTel?			
additional authorised contact		I am 18 years or older <input type="checkbox"/>	driver's licence no: _____

to help us identify you when you call please complete the following:

date of birth ____ / ____ / ____ secret question _____ secret answer _____

dial-up plans

	plan name	data included	hours	soft session limit	e-mails	web space	xtend! dial pack	monthly fee	
								bundled	unbundled
<input type="checkbox"/>	unlimited data	unlimited	12 hours*	2 hours	10	10MB	optional	\$7.95	\$12.95
<input type="checkbox"/>	unlimited hours	75MB excess data 17.5¢/MB, capped at \$15.00/mth	unlimited	2 hours	10	10MB	optional	\$7.95	\$12.95
<input type="checkbox"/>	unlimited hours & data	unlimited	unlimited	4 hours	10	10MB	optional	\$14.95	\$19.95
<input type="checkbox"/>	premium	unlimited	unlimited	6 hours	10	40MB	included	\$19.95	\$27.95

want a faster service but can't get broadband? - try ISDN

<input type="checkbox"/>	ISDN/DOV 128kbps	unlimited	unlimited	8 hours	5	20MB	optional	\$34.95	\$39.95
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this ISDN/DOV service has 2 concurrent logins and requires a dual channel ISDN line, which you need to organise with Telstra.

*\$2.00 / hour for every extra hour

xtend!pack - add any one of the following features to your plan for \$4/month or all 5 add-ons for \$6/month

anti-virus anti-spam 5 extra e-mail addresses 20MB extra web space roaming dial-up account

• anti-virus - provides an additional layer of protection, reducing the risk of a virus infecting your computer • anti-spam - identifies spam before it reaches your mailbox, reducing clutter and increasing protection from spammers and viruses • 20MB extra web space - add an extra 20MB to your free personal EFTel website and receive more space for documents, pictures or music • roaming dial-up account - provides dial-up access from many major Australian cities for the cost of a local call when you are away from home or the office

speak@home service details

speak@home lite (\$29.95/month + call costs) speak@home plus (\$39.95/month + discounted call costs) for full product details visit www.efitel.com.au

speak@home service address same as billing address no. & street suburb state postcode

existing phone numbers to be transferred to our speak service 1st no. 2nd no. 3rd no.

I would like to apply for a telephone connection (not required to transfer existing service) 1 line 2 lines 3 lines

New connection fees apply. Refer to www.efitel.com.au for more details.

additional speak services required - only \$4.95/month for each additional service

<input type="checkbox"/> abbreviated dialling - 40 numbers	<input type="checkbox"/> calling number display	<input type="checkbox"/> unique ring	<input type="checkbox"/> voicemail
<input type="checkbox"/> call barring - call-types to bar: <input type="checkbox"/> calls to mobile phones <input type="checkbox"/> 1900 numbers <input type="checkbox"/> international calls			<input type="checkbox"/> dual fax / phone line
<input type="checkbox"/> multiple number (\$4.95 per number how many required? ____ existing extra numbers to be transferred _____)			
<input type="checkbox"/> selective call forward*	<input type="checkbox"/> timed call forward*	<input type="checkbox"/> silent number - \$2.95 / month	

* plus associated call costs - for full description of these services visit www.efitel.com.au

payment method (select one) monthly quarterly annually

credit card visa mastercard amex diners club

card number card expiry date /

card holder's name signature

direct debit

direct debit request

cheque or savings accounts only

request and authority to debit

surname

Given names or ABN/ARBN

Request and authorise EFTel Limited (APCA User ID Number 198674) to arrange, through its own financial institution, for any amount EFTel Limited may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement.

account details

name of financial institution

address

name of account

bsb number

 -

account number

acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and EFTel Limited as set out in this Request and in your Direct Debit Request Service Agreement.

contact details

address

daytime contact telephone

EFTel account number

EFTel e-mail address OR ADSL service number

The following is your Direct Debit Service Agreement with EFTel Limited ABN 47 073 238 178. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

account means the account held at **your financial institution** from which **we** are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between **you** and **us**.

banking day means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between **us** and **you**.

us or **we** means EFTel Limited (the Debit User) you have authorised by requesting a **Direct Debit Request**.

you means the customer who has signed or authorised by other means the **Direct Debit Request**.

your financial institution means the financial institution nominated by **you** on the DDR at which the account is maintained.

1. Debiting your account

1.1 By signing a **Direct Debit Request** or by providing **us** with a valid instruction, **you** have authorised **us** to arrange for funds to be debited from **your account**. **You** should refer to the **Direct Debit Request** and this **agreement** for the terms of the arrangement between **us** and **you**.

1.2 **We** will only arrange for funds to be debited from **your account** as authorised in the **Direct Debit Request**.

1.3 If the **debit day** falls on a day that is not a **banking day**, we may direct **your financial institution** to debit **your account** on the following banking day. If **you** are unsure about which day **your account** has or will be debited **you** should ask **your financial institution**.

2. Amendments by us

2.1 **We** may vary any details of this agreement or a **Direct Debit Request** at any time by giving **you** at least fourteen (14) days written notice.

3. Amendments by you

3.1 **You** may change, stop or defer a debit payment, or terminate this **agreement** by providing **us** with at least fourteen (14) days notification by writing to: EFTel, GPO Box 2765, Perth 6001

or

by telephoning **us** on 1300 550 550

or

arranging it through **your** own financial institution.

4. Your obligations

4.1 It is **your** responsibility to ensure that there are sufficient clear funds available in **your account** to allow a debit payment to be made in accordance with the **Direct Debit Request**.

4.2 If there are insufficient clear funds in **your account** to meet a debit payment:

- you may be charged a fee and/or interest by **your financial institution**;
- you may also incur fees or charges imposed or incurred by us; and
- you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in **your account** by an agreed time so that **we** can process the debit payment.

4.3 You should check **your account** statement to verify that the amounts debited from your account are correct.

4.4 If EFTel Limited is liable to pay goods and services tax ("GST") on a supply made in connection with this **agreement**, then **you** agree to pay EFTel Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If **you** believe that there has been an error in debiting **your account**, **you** should notify **us** directly on 1300 550 550 and confirm that notice in writing with **us** as soon as possible so that **we** can resolve your query more quickly. Alternatively **you** can take it up with **your financial institution** directly.

5.2 If **we** conclude as a result of our investigations that **your account** has been incorrectly debited **we** will respond to **your** query by arranging for your financial institution to adjust **your account** (including interest and charges) accordingly. **We** will also notify **you** in writing of the amount by which **your account** has been adjusted.

5.3 If **we** conclude as a result of our investigations that **your account** has not been incorrectly debited **we** will respond to **your** query by providing **you** with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- with **your financial institution** whether direct debiting is available from **your account** as direct debiting is not available on all accounts offered by financial institutions.
- your account** details which **you** have provided to **us** are correct by checking them against a recent account statement; and
- with **your financial institution** before completing the **Direct Debit Request** if **you** have any queries about how to complete the **Direct Debit Request**.

7. Confidentiality

7.1 **We** will keep any information (including your account details) in your **Direct Debit Request** confidential. **We** will make reasonable efforts to keep any such information that **we** have about **you** secure and to ensure that any of our employees or agents who have access to information about **you** do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 **We** will only disclose information that **we** have about **you**:

- to the extent specifically required by law; or
- for the purposes of this **agreement** (including disclosing information in connection with any query or claim).

8. Notice

8.1 If **you** wish to notify **us** in writing about anything relating to this **agreement**, **you** should write to EFTel, GPO Box 2765, Perth WA 6001.

8.2 **We** will notify **you** by sending a notice in the ordinary post to the address **you** have given **us** in the **Direct Debit Request**.

8.3 Any notice will be deemed to have been received on the third **banking day** after posting.

your name _____ your signature _____ today's date _____

I nominate the reseller mentioned below as an authorised contact on my account

This service agreement is subject to EFTel's Standard Form of Agreement, and the service being available at the installation address. If I have selected speak@work premium or speak@work ultimate, I hereby certify that I am authorised by the telephone service account holder to sign this service agreement and instruct EFTel to provision speak@work premium or speak@work ultimate on the nominated telephone number(s). I understand that I am liable for all of the charges detailed above and all charges incurred on these services. Calls are billed in 30 second blocks. Notice of at least one complete billing cycle is required prior to termination. The dialup and ISDN bundled monthly fee with speak@work shown above includes a discount of \$5 for all the above services, except dialup premium, which includes a discount of \$8. You must have at least one speak@work telephone service for each dialup or ISDN service on which you wish to claim the discount. If you choose another telephone service provider, the discount will no longer apply. Pricing details are available on-line at www.eftel.com. Products and pricing may change without notice. There are charges associated with connecting a new phone line, and with reconnecting a current phone line. These charges are listed on our website and are a guide only. I understand that if I choose another provider for the long distance portion of my speak service, my monthly line rental will increase to \$49.95 a month, and local calls will increase to 22 cents each. Full terms and conditions available on-line at www.eftel.com.au. By signing this agreement I verify that I am 18 years of age or older and that I am authorised by the telephone service account holder to sign this service agreement and instruct EFTel to provision speak on the nominated telephone number(s). I understand that I am liable for all of the charges detailed above and all charges incurred on these services. speak@home services are not available on registered business phone lines. If your phone is deemed to be a business line, we will transfer your connection to the speak@work premium service. Until I cancel this service, I authorise EFTel to act as my representative for the provisioning and call handling of this speak service.

Representative / Reseller

your name _____ your signature _____ today's date _____