



Netdata Pty Limited
 ABN: 56 077 321 370
 Tel: 02 9763 5072
 Fax: 02 9763 2452
 E-Mail: mail@netdata.com.au
 PO Box 528 Ryde, NSW 2112

CUSTOMER DETAILS:	
First Name:	Last Name:
Company:	ABN:
Street Address:	
Suburb:	Post Code: Home Phone:
Work Phone:	Mobile: Fax:
Date of Birth:	You must be at least 18 years old to sign-up.
Billing Address:	
CONNECTION DETAILS	
Connection Type:	(Dial-up / *ADSL / *DSL / ISDN / Satellite)
*Telephone Number LINKED with DSL:	
Customer must be the owner of the telephone number linked with the DSL	
Email Address:	Password:
Fixed IP? Yes / No If Yes, an additional monthly fee will be applied.	
PAYMENT DETAILS:	
Credit Card Details:	
Credit Card No:	Card ID:
Card Type: VISA MASTERCARD BANKCARD AMEX	
Expiry Date: /	(MM/YYYY)
Name on Card:	
Payment Frequency:	(Monthly / Quarterly / Annually)
I certify that I am the owner of the credit card above and I authorise Netdata Pty Ltd to make automatic deductions on my credit card to pay for the Internet service.	
Signature:	Date:
Other Payment Type:	
In order for Netdata Pty Ltd to extend credit to you, we require your consent below:	
Consent To Access Credit Application Under The Privacy Act 1988, you have provided Netdata with information about yourself in your application. Netdata may disclose your credit information to a credit reporting agency. Netdata may use this information only in accordance with the Privacy Act 1988. In applying for a credit account with Netdata you acknowledge that the following summarised sections of the Privacy Act apply to your application:	
<ol style="list-style-type: none"> 1. Netdata may give notice of disclosure of your credit information to a credit reporting agency. Section 18E(1) - Section 18E(8)(c) - Section 18E(3) 2. Netdata may seek commercial credit information. Section 18L(4) 3. Netdata may seek consumer credit information in relation to commercial credit. Section 18K(1)(b) and Section 18K(1)(h). 4. Netdata may use a credit report about you for collecting overdue payments. Section 18K(1)(h). 5. Netdata may seek from or give to other credit provider's details about your credit worthiness. Section 18N(1)(b). 	
If you have any particular queries you should seek independent legal advice or refer to the Privacy Act 1988 yourself.	
Agreement:	
I acknowledge that I have read and had explained to my satisfaction; Netdata's Standard Terms and Conditions as attached with this application form and agree to abide by them.	
Signature:	Date:
Return this completed page with your payment to Netdata Pty Ltd	

Standard Terms and Conditions for Internet Services:

If we accept your application for a credit account with us we will supply you with internet services in accordance with these terms and conditions.

1. **Definitions and Interpretation:**

Netdata('s) means Netdata Pty Limited, ABN: 56 077 321 370, trading as Netdata and its employees, officers, agents and affiliates.

Customer means the person, company or other entity on the application form which Netdata accepts.

Agreement means these standard terms and conditions (as amended or varied from time to time by Netdata), the details on the customer's application for a credit account, the signed application form and the type of account that the customer selects.

Service or services or internet service means the computing and communication internet service provided by Netdata, and any future modifications to the service. ('The services')

Customer User ID means the user ID specified in the customer's application form.

Type of account means the type of account that the customer selects to use. Internet Services Netdata will provide the services to the customer upon commencement of this agreement.

Website means *www.netdata.com.au*.

2. **Commencement:**

The period of service for the services commences when Netdata registers the Customer's User ID. It ends at the date of termination.

3. **Netdata's Fees and Charges:**

The customer agrees to accept the pricing and charges for services for the customer's type of account as published on the Netdata's home page at it's Website. The customer agrees that these form part of these terms and conditions.

Netdata may vary the pricing and charges at any time by giving reasonable notice to the customer by e-mail and by publishing the new price or charge on its home page. By continuing to use Netdata's services after Netdata publishes its new price or charge the customer agrees to accept the new price or charge. Netdata will send the customer an account at the beginning of each billing period via e-mail. The customer agrees to pay from the commencement date a one-off charge for each User ID registered. The customer agrees to pay within seven days of Netdata issuing an account for: all charges for the type of account that the customer selects, incurred by any person using the customer's password. (The customer must pay these charges whether or not the use of the password is authorised); and any additional charges that the customer incurs through using the services. Business customers agree to pay the minimum monthly usage charge applicable to each business account listed in the selected billing option. The customer agrees to pay interest on overdue payments at 2% above the overdraft rate from time to time as charged by Netdata's principal bankers. (This rate is published on Netdata's home page) The customer may change the type of account through Netdata's home page. The change in type of account commences when Netdata accepts the customer's application for the change. The change may be given electronically and by email. The customer agrees to pay Netdata's cost for collecting any outstanding amounts the customer incurs and has not paid.

4. **Customer's own cost(s):**

The customer agrees to pay for: installing and using telephone lines and all other equipment needed to use the services; all telecommunication charges for using the services; and all government taxes, duties and levies imposed on the customer or Netdata in providing the services, including GST.

5. **Acceptable Use Policy:**

The customer agrees to abide by Netdata's Acceptable Use policy published on the Netdata Website. This policy may be changed from time to time and the customer must ensure that they become aware of any such changes.

6. **Accounts Administrator:**

The customer must immediately inform Netdata in writing if the Nominated Account Administrator changes.

7. **Security Deposit:**

Netdata may require the customer to pay a security deposit before providing any Services, or as a condition of continuing any of the Services. In its discretion, Netdata may use the security deposit to pay for any costs, loss or liability caused to it by the customer. Netdata will refund the balance of the security deposit, without interest, when the customer has fully performed all obligations under the agreement.

8. **Amendment of agreement:**

Netdata may amend these terms and conditions and the agreement at any time after giving reasonable notice to the customer. Netdata may give this notice electronically to the customer's e-mail address and by posting it on its website. The customer agrees that if the customer continues to use the services after notice is given the customer has accepted the amendment.

9. **Publication at Customer's Risk:**

The customer accepts all responsibility for any information and material that the customer publishes over the services. The customer indemnifies Netdata from any liability that Netdata incurs through the customer's publication of anything over its services. The customer acknowledges that Netdata does not vet or approve anything available through its service and

that Netdata accepts no liability for any material available on the services. The customer accesses and uses such information and material at the customer's own risk.

10. Provision of Service:

The customer acknowledges that Netdata cannot provide an uninterrupted or fault-free service. The customer acknowledges that Netdata provides its services to the customer at times and by means that it decides in its own discretion.

11. Breaches of the agreement:

The customer agrees to indemnify Netdata against any economic loss to or liability to Netdata as a result of the customer breaching the terms of any agreement with Netdata. The customer agrees that this includes the period between when Netdata became aware of the breach and when it was entitled to terminate the agreement. The customer must pay to Netdata all expenses it incurs in recovering any money that the customer owes to it.

12. Termination:

Termination by Netdata: Netdata may terminate the agreement or the provision of any services: If the customer breaches any term of the agreement including those relating to payment or use; or Netdata believes that the customer is or may be bankrupt or insolvent; or the customer has provided false or incomplete information to Netdata; or if Netdata or a regulatory authority believes that it is not in the public interest to continue providing the services to the customer.

Termination by the customer: The customer may terminate the agreement at any time by giving thirty days written notice to Netdata after the initial minimum period. The agreement is terminated on the thirtieth day after Netdata receives the notice of termination. This notice may be given electronically and by email. On termination the customer must return to Netdata any materials that Netdata provided to the customer in relation to the services.

13. Liability of customer on termination:

Termination by Netdata: If Netdata gives the customer notice of termination, the customer must immediately pay all outstanding charges. Netdata may use the customer's security deposit to offset any amount that the customer owes Netdata at termination. The customer is not entitled to any refund of payments made under this agreement.

Termination by the customer: Netdata will refund to the customer any unused advanced payments on monthly accounts and Security Deposit. Netdata will not refund to the customer any payments relating to special or discounted accounts.

14. Suspension of Service:

Netdata may suspend, at its discretion and without notice to the customer, the services or may disconnect or deny the customer access to any of the services if; a) the customer breaches any term of the agreement (including failing to pay due charges), until the customer remedies the breach or, b) if the customer does anything that Netdata believes violates the Netdata's Acceptable Use Policy. During any technical failure and modification of or maintenance to the services Netdata may suspend or disconnect the service without notice to the customer. Netdata will make all reasonable attempts to resume the service as soon as reasonably practicable. The customer remains liable for all charges due throughout the period of suspension.

15. Technical Support:

Netdata may but is not obliged to provide the customer with free technical support. Netdata does not guarantee the support and is not liable for any loss or damage caused to the customer in connection with the support.

16. Disclaimer and exclusion of Liability:

To the extent that the law allows, Netdata is not liable to the customer or any other person or entity for: negligence; or any economic loss or liability caused by its supply or failure or delay in to supply the services; or the content, context or confidentiality of any communications made using the services. Netdata cannot provide support for software it does not supply, including software downloaded from the Internet. This disclaimer does not apply to any term or warranty that the law does not allow to be excluded. Any term or warranty that the law implies into this agreement is deemed to be included in the agreement. If the law allows it, Netdata limits its liability at its own discretion, to: repairing or replacing, or paying to repair or replace any damaged or faulty goods; or resupplying or paying the cost of resupplying the services.

17. Credit checks and the Privacy Act:

The customer consents to Netdata obtaining from a credit reporting agency any necessary personal information to allow Netdata to assess the customer's application for credit. Information on what personal information Netdata may obtain and how it may use it is in the Privacy Act box below. Particular information about an individual is governed by paragraph 1.3 of the National Privacy Principles. A copy of the National Privacy Principle 1.3 can also be obtained by reference to Netdata website.

18. Assignment:

The customer must not assign the customer's rights under this agreement.

19. Governing Law:

The laws of New South Wales govern this agreement. Netdata and the customer agree to submit to the jurisdiction of the New South Wales courts.

Acceptable Use Policy:

This Acceptable Use Policy specifies the actions prohibited by Netdata to customers using the Internet. The customer referred to in this document is the customer as defined in Clause 1 of the Netdata Terms and Conditions or any user whether authorized or not authorized by the customer. Netdata may vary this policy at any time and effective upon posting of the changed policy on the Netdata Website.

- 1.** The customer must not use the Netdata network to break any Australian or International law including criminal, copyright and intellectual property laws.
- 2.** The customer agrees not to publish any illegal material. The customer acknowledges that Netdata does not vet or approve anything available through its service and that Netdata accepts no liability for any material available or published using its services.
- 3.** The customer agrees to conform to Internet protocols and standards and abide by the acceptable use policies of other networks that Netdata services are linked to.
- 4.** The customer abides by the security and authentication protocols of Netdata and all other network that it is linked to. The customer may not interfere or circumvent any established security or authentication protocols of any hosts, network, account or services available on the Internet. These activities are sometimes referred to as "hacking", "cracking" or "denial of service attacks".
- 5.** The following activities without limitation are prohibited:
 - I. Engage in any activity that may jeopardize or disrupt the normal operation of Netdata and any network or system that it is linked to
 - II. Breach any security measure or authentication system on the Internet including attempt to scan, probe or test the vulnerability of a system or network.
 - III. Interfere with services of any network or system with the intent of overloading the network or system
 - IV. Attempt to conceal or forge any TCP-IP packet header or any part of the header information.
 - V. Unauthorized monitoring of data or traffic on any network or system.
 - VI. Attempt to transfer files or computer programs to another network or computer system without the expressed approval or consent of the owner of the network or system.
- 6.** Netdata consider these acts as abuse of service and will cause immediate termination of the customer's services without prior notice.
- 7.** Netdata prohibits sending of any unsolicited email messages ("spamming") of any kind. The customer may not use or attempt to use another network's mail server to do spamming. The customer agrees not to send or forward any malicious email or propagate chain emails. The customer must not use another email address that is owned by another person or company without the consent or authorization of the owner.
- 8.** The customer agrees to abide by all the guidelines and acceptable use and posting policy of newsgroups. Any excessive posting or posting of irrelevant material is not allowed.
- 9.** The customer is aware by doing any of these prohibited acts that it may incur criminal or civil liability and Netdata will fully cooperate with any law enforcement agency in the investigation and prosecution of such activities.

DSL Service Conditions:

The definitions and interpretations are as defined on Item 1 of the Netdata Standard Terms and Conditions.

- 1.** The DSL service has minimum twelve (12) months term. Customer will pay the Early Plan Exit Fee if the contract is terminated or discontinued for any reason before the end of the minimum twelve (12) months term.
- 2.** Data that is included with the DSL service is the total of data downloaded using the DSL service. However, if the uploaded data is greater than the downloaded data, then the uploaded data is used for billing purposes. For billing purposes; 1,000,000 bytes is 1Megabytes (MB) and 1,000MB is 1Gigabyte (GB).
- 3.** Netdata requires all customers to pay 3 months in advance for their DSL service. This is in addition to any security deposit that may be held by Netdata and regardless of account payment frequency.
- 4.** Account is billed in advance and a copy of the tax invoice is sent to the customer's email address. The customer is responsible for retrieving this invoice. Netdata will confirm with the customer the starting date of the service. The starting date will then be the anniversary date for billing purposes eg if starting date is August 28 2002, then the anniversary date is 28th of each month.
- 5.** DSL modem/router is provided to the customer on a self-installed basis. If on-site installation is required, then on-site service fee applies. The Customer is not required to use an DSL modem/router supplied by Netdata, however, Netdata may not provide free support on any third-party equipment.
- 6.** DSL service is supplied to the customer on a single stand-alone computer setup. Additional fee is applicable to provide support on the setup and installation of the DSL service if the customer is installing it as part of a network.
- 7.** On-site service is available only in Metropolitan Sydney areas and will be charged at the standard On-Site Support rate. There is no on-site service available for Regional NSW areas.
- 8.** Any fault on the DSL service must be reported to Netdata. Customer is liable for any charges if the customer contacts other carriers or service providers like Telstra or Optus for assistance.
- 9.** There is an DSL Plan Downgrade/Upgrade fee if the customer applies for any change in service plan and a reconnection fee for DSL.
- 10.** DSL Modem/Router provided has one-year return to base warranty.
- 11.** Customer must own the telephone number linked with the DSL service. This telephone number can not be disconnected during the term of this contract. This telephone number must belong to a phone network approved by Netdata.
- 12.** Netdata can not guarantee the performance and quality of the DSL service as the DSL service depends on a lot of external conditions that is not controlled by Netdata. The service may also be interrupted from time to time and customer accepts that Netdata is not liable for any damages or problems that may occur as a result.
- 13.** Customer accepts that the installation and operation of the DSL service may cause temporary disruption to the standard telephone service linked with the DSL service. Customer accepts that Netdata will not be liable for any damages or faults that may occur on the telephone service arising from the installation and operation of the DSL service.
- 14.** Customer can not assign, transfer or re-sell any of the DSL services that are provided by Netdata.
- 15.** Customer must provide safe access to Netdata or its representative to install, maintain, test, inspect or modify any of the equipment or telephone service associated or linked with the DSL service.



Frequently Asked Questions about ADSL

1. What is ADSL?

ADSL stands for Asymmetric Digital Subscriber Line and it is a new technology available on your standard telephone line. It allows you to have a super-fast Internet access using your existing copper line that you use for your telephone. On top of that, it allows you to talk on your telephone while you are emailing or browsing the Internet at this super-fast speed.

2. How can I have ADSL?

You will need to fill-in the application form attached and we will apply for your telephone to have ADSL installed at the Telstra exchange. If your telephone is currently not connected with Telstra or Optus, we will not be able to connect your telephone to ADSL at this stage because these are the only carriers offering this service to us. Also, you have to be the owner of this telephone service, which means that the phone bill that you receive for this telephone is under your name. In order for us to ascertain this, you will need to provide us a copy of your latest phone bill. You are not allowed to apply for an ADSL service if you are not the owner of the telephone service.

3. How can I find out if ADSL is available in my area?

Once you fill-in the application form and submit it to us, we will advise you if your telephone exchange can support ADSL. There are still some phone exchanges that do not support ADSL. Also, it is possible that the phone exchange you are in may have run-out of ADSL ports or your telephone line is not compatible with ADSL. We will advise you of this situation as well once we have processed your application.

4. Advantages of ADSL?

There are three download speeds you can choose from, 256Kbps, 512Kbps or 1.5Mbps which are at least 4 to 30 times faster than a 56Kb Modem. It does not require an additional telephone line. It will not require dialling and therefore you do not have to pay dialling cost each time you connect to Internet.

5. How much do I have to pay monthly?

We have two sets of plans, low-start plans and flat rate plans:

Our low-start plans are designed for people who are looking for a cheap entry point for fast Internet access. Our starting price of \$60.00 is catered for a person who wants to send and receive fast e-mails as well as do a small amount of browsing. The 550MB of download included in this price is good enough to handle this kind of traffic and if you exceed this limit, the price of 11 cents/MB is not too expensive.

Our flat rate plans are quite attractive for families who can not control the access of any family member and who are on a fixed budget each month. The big problem with fast Internet access now is controlling the amount and cost of downloading in the Internet and this plan is designed just for that. You will not get any surprises in your bill.

6. How do the FLAT RATE plans work?

Quite simply, you determine out how much you want to spend each month and you select the plan that suits this budget. For example, if you think that spending a fixed \$90/month is right for you, then you select the Flat-256 plan. This plan provides you with a fast 256Kbps download (5 to 10 times quicker than a dial-up modem) and a 1Gigabyte or 1000MB of download at this speed. Once you have exceeded the 1Gigabyte of download, you can still access the Internet but your speed may be degraded to a modem connection. This will be done automatically by our system so you do not need to configure or setup anything on your computer to make this happen. At this point, your speed will be degraded but you will still be able to browse the Internet or to send and receive e-mails. At the start of the next billing month, your access will revert back to the usual speed 256Kbps speed specified for the Flat-256 plan until you have reached the 1-Gigabyte limit again.

7. Do I need anything to hook-up my computer to ADSL?

Yes, you will need a special ADSL modem. We will supply this modem to you. Your computer must support the USB interface in order to connect this modem. Your computer must be a PIII with at least 64MB of memory and running on Windows 98, ME, 2000 or XP. If you are using an Apple MAC computer, you need to get the ADSL Ethernet router and you must be able configure this router to communicate with the MAC. Installing the USB modem on an Intel Windows

system is not difficult, however, if you need assistance, our support team can easily guide you over the telephone. The modems we will be supplying are the Efficient Model 4060 for USB and Model 5667R for Ethernet. We will also provide an ADSL filter, which you will use to connect the ADSL modem and the telephone handset.

8. How much does it cost initially?

\$300.00 refundable deposit is required on application. When ADSL is connected successfully, an initial payment will include the installation cost of \$121.00, the ADSL modem, which is \$165.00 and the first month's fee whichever plan you choose.

9. How long does it take to get connected?

The ADSL needs at least 5 working days to get installed. The equipment can take from 1 week to 4 weeks delivery depending on what type of equipment is required. Usually, if there are no complications with the telephone line and the modem required is the standard USB type, you can have the ADSL installed in 1 week.

10. Do I need special wiring for ADSL?

The installation is done at the telephone exchange and no special wiring is required at your place. For safety reasons, it is recommended to have the telephone socket in your house to be near the location of the computer. If you require the telephone socket to be near the computer, you will have to call your phone carrier to arrange for an extra socket to be installed. You will have to pay for this installation. Also, the ADSL modem will need a power point.

11. Can I have my telephone line disconnected and still use ADSL?

No, your telephone line can not be disconnected while you have your ADSL connected with us. Also, you can not change your local call provider other than Telstra. If you are moving house, you will need to pay the reconnection fee of \$110.00 to have ADSL installed in your new house. If for any reason, your line gets disconnected or your local call provider is changed, you will have to pay the \$110.00 reconnection fee for ADSL.

12. What are the other costs?

The other costs are:

\$55.00 for any change in ADSL speed say upgrading from 256Kbps to 512Kbps.

\$110.00 fee if you terminate before the end of the minimum twelve months term.

\$110.00 reconnection fee.

\$220.00 minimum if you require on-site assistance which includes callout charge of \$110.00 and the first hour. Extra hours will be charged at \$110.00/hour (only available in Sydney Metro areas).

13. If I am an existing NETDATA user, will I retain my previous email addresses and account credits?

Yes, you can convert your existing plan to an ADSL plan and retain all the email addresses that have been assigned to you. Also, any credits that you have on your account can be used to pay for your ADSL connection.

14. Can I have multiple users hanging off one ADSL connection?

Yes, ADSL can support multiple users on a single ADSL connection. However, the setup that we provide you is for a single stand-alone connection. If you require networking a number of computers and users on a single ADSL connection, you will need to consult a network engineer to do this for you.

15. What is the difference between cable and ADSL?

Cable is also another method of getting a fast Internet access. However, cable is not widely available and in some occasions, maybe too difficult to wire. ADSL on the other hand, is always readily available because it uses the standard telephone connection. Also, cable is a shared connection similar to an office LAN, and when a lot of people are on the same connection and using it simultaneously, you might experience some congestion. With ADSL, there is a specified speed between from your home or office to us, so the speed does not fluctuate and the download rate is relatively stable.