

Application for SkyMesh ADSL Broadband



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You need to complete this form in full and be 18 years or older to join SkyMesh. On receipt of your application, we will arrange to have an ADSL service provisioned on the phone line you have nominated below. If successful, your service should be available within a week. Information collected and stored by SkyMesh is governed by our Privacy Policy, a copy of which is available on request.

Applicant Details

Title (Please tick one) Mr Mrs Ms Dr Other

Surname

Given Names

Date of Birth (used for account verification)

Day Month Year

Organisation Name (if applicable)

Position (e.g. Manager, if an Organisation)

ABN / ACN (if applicable)

Current email address (to advise progress of your application)

Phone

Business Hours

After Hours

Mobile

Fax Number

Phone number on which your ADSL service is to be provisioned

Street Address where your SkyMesh service is required

Suburb

State

Postcode

Please request a username between 5 and 12 characters. Once your service is connected, you may choose up to five email addresses.

Username

@skymesh.net.au

You will need an ADSL modem with line filter to connect to SkyMesh, and your computer will need to have a network card and a current operating system. You can share your service with other computers in a home network, however additional equipment will be required.

Yes, my computer is suitable I'm not sure, please call me

SkyMesh Pty Ltd

ABN 62 113 609 439

47 Baxter Street
FORTITUDE VALLEY Q 4006
www.skymesh.net.au

Call 1300 759 637

Brisbane 07 3123 5800
Gympie 07 5315 4800
Sunshine Coast 07 5315 5155
Fax 07 3036 5755

Preferred SkyMesh Plan

Please select one of the SkyMesh Plans below. Please note that there is a charge to change Plans during the term of your agreement.

SkyMesh Plan	Peak Speed ¹	Download Allowance	Upload Allowance	Monthly Fee
<input type="checkbox"/> DSL1	512/128k	1 GB	Unlimited	\$45
<input type="checkbox"/> DSL2	1500/256k	5 GB	Unlimited	\$55
<input type="checkbox"/> DSL3	8000/384k ²	5 GB	Unlimited	\$75

¹We don't charge for excess data on our Plans, however if you exceed your monthly data allowance your speed for the remainder of the month will slow to 64/64k on DSL1 and 128/128k on DSL2 & DSL3.

²The actual speed on the DSL3 Plan will be less than the Peak Speed due to line quality, interference, distance from exchange and other technical reasons, however the speed will always be faster than 1500/256k. Please note that "k" and "kbps" mean kilobits/second.

Hardware Options

An ADSL Modem is required to connect your ADSL service, and a line filter is required for each telephone outlet in use in your home. Filters are not included with Modems, so please order as many as you need.

- 1-Port Modem for a single computer (Linksys AM300) \$75
- 4-Port Wireless Modem Router (Linksys WAG200G) \$125
- 4-Port Wireless Modem VoIP Router (WAG54GP2) \$185
- ADSL Line Filter / Splitter (Not supplied with Modems) \$9 each
- Please indicate how many line filters are required here -
- I already have a suitable ADSL Modem and Filter(s)

Please note: Wireless routers don't have security settings configured as standard. SkyMesh does not provide support for home wireless networks, and recommends you talk with a local support professional.

Agreement Term

Installation is on a "Self-Install" basis. Setup charge is \$99 on a 12 Month Agreement and is FREE on a 24 Month Agreement.

- Yes, I agree to a 12 Month Agreement Term and I have read and I understand the attached SkyMesh Customer Agreement.
- Yes, I agree to a 24 Month Agreement Term and I have read and I understand the attached SkyMesh Customer Agreement.

Preferred Payment Method

Payments are monthly in advance and must be automatic payments from a Credit Card or Direct Debit from your nominated bank account.

- Credit Card (Please fill in all the details below)
- Direct Debit (Please complete a SkyMesh Direct Debit form)
- Visa MasterCard Amex Diners

Card Holder's Name

Card Number

Card Expiry

Month Year

Card Verification Code

(3 or 4 Digits)

Signature

SkyMesh Customer Agreement

This Agreement is available in electronic format and in a larger typeface on request

Please read this Agreement carefully

Services supplied under this agreement are provided by **SkyMesh Pty Ltd** (ABN 62 113 609 439), 47 Baxter Street FORTITUDE VALLEY QLD 4006 (in this Agreement referred to as "our", "we", "us" or "SkyMesh") and in part by our Third Party Suppliers. By applying for Broadband Internet access and by using the SkyMesh network you have indicated your acceptance of all the terms and conditions referred to in this Agreement.

Definitions

"Agreement" means this agreement for the provision of services by us to you as indicated on the Schedule.

"Agreement Term" means the term of the agreement in months as selected in the Schedule

"Application Date" means the date your application is received by SkyMesh either by online signup, fax or standard mail.

"Charges" means the charges payable by you to us pursuant to this Agreement including but not limited to installation, access, usage, default fees, interest, postage, service call-out and equipment removal fees.

"CPE" means customer premises equipment.

"Default Fees" means all charges, cost and expenses we may incur in relation to a breach by you of your obligations to us

"GST" has the same meaning as described in "A New Tax System (Goods and Services Tax) Act 1999 and any related legislation.

"Qualified Site" means a site that has been determined by SkyMesh as being capable of accessing the Service because it is in a building pre-wired for SkyMesh Broadband.

"Schedule" means the duly completed SkyMesh Broadband Service Application Form.

"Service" means the supply of Broadband Internet access as described in this Agreement.

"Service Commencement Date" means the date that your service is activated by us as advised by us.

"Third Party Supplier" means a third party supplier used for the provision of services provided under this Agreement.

Headings are provided as a convenience only and do not form part of this Agreement.

Term of this Agreement

This Agreement commences on the Application Date and will continue for the Agreement Term from the Service Commencement Date or until the Service is terminated by either party in accordance with this Agreement. If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement, in particular your monthly Access Fee each month for the duration of the Agreement Term.

Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given:-

- For ordinary post, two business days after dispatch by ordinary post.
- For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

Our Obligations to you

In Accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide a Service to you and to provide the necessary information to access that Service. SkyMesh will use its best endeavours to ensure a continuous Service, however this is not guaranteed.

We will take care of any personal information you provide us in accordance with our obligations under the Privacy Act 1988 (Cth). While we will use our best endeavours to ensure the data you transfer will be received by the intended destination (including electronic mail) we cannot guarantee that it will reach the intended destination. We will obtain and hold any necessary licenses required under Australian law.

We will not be responsible for training you in the use of this Service. The plan which you have specified on your application form will be available to you for the Agreement Term without change in overall price, speed or data allocation.

You may move up or down between our plans at any stage for the then current Plan Change Fee and are always entitled to return to the original plan.

Your Obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes to this information.

You must pay for the Service over the full Agreement Term, and acknowledge that our payment terms are 7 days. Should your credit card or direct debit account not be able to be debited for any reason, you will be considered in default and we reserve the right to disable your account and to collect all outstanding fees and charges including those charges incurred as a result of your default in payment.

You agree that on the termination of this Agreement, you allow SkyMesh or their nominated representative access to your premises to collect all of SkyMesh's equipment as outlined under the Termination clause of this Agreement.

If you move or sell your property you must contact SkyMesh immediately to arrange for the collection of any SkyMesh equipment.

You will still be liable for your monthly Access Fee each month for the duration of the Agreement Term.

You are responsible for providing all necessary equipment for the connection to the Service, including computer equipment, network card, network hubs / switches and electricity.

You are responsible for maintaining any equipment supplied to you by SkyMesh.

You will be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies including interest at the rate 10% per annum calculated daily and compounded monthly.

You will indemnify us and any Third Party Suppliers in respect of all costs, damages, loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.

You agree that we may use Third Party Suppliers for the provision of this Service.

You agree that you will not contact any of our Third Party Suppliers for any reason.

You acknowledge that if you do contact one of our Third Party Suppliers that you will be liable for all costs imposed on us by our Third Party Supplier.

Service Description

Any transmission speeds referred to by us refer to the maximum theoretical speed achievable with the Service under ideal conditions, and you acknowledge that actual speeds may be different than the theoretical speeds. Speeds may vary for reasons which include but are not limited to:

- Third Party Supplier network congestion
- Internet Congestion
- Contention ratios, and
- Errors in the configuration of your equipment or installed software.

You agree that only equipment certified by us, as listed and updated on our web site from time to time will be used with the Service.

This service has a service level agreement of 99% excluding scheduled downtimes, which may be performed between midnight and 6am.

We agree to provide a maximum connection timeframe of seven days from date of acceptance of your application.

In the event of a service outage or fault for which we are responsible, we agree to a maximum restoration timeframe of 48 hours, except where you request or agree to a longer timeframe.

The average download and upload speeds should be at least 60% of the peak speeds for at least 75% of the time available on your selected service.

Where exceptional circumstances apply and we are unable to provide a minimum agreed service for any reason, and after agreement from you, we may supply a lower average data speed service.

You will have access to speed testing tools to check the speed of your link and your data usage information will be available via the SkyMesh Web site.

SkyMesh Customer Agreement

Technical Support

Our Service includes free technical support for the commissioning of the Service. This support is only provided by email, telephone and via our website.

You are able to log a fault 24 hours a day, 7 hours a week free of charge via our Help Desk or phone paging system by calling our help desk on 1300 759 637 or (07) 3123 5800. Faults may also be logged via email to support@skymesh.net.au or fax to (07) 07 3036 5755. On Site visits, including service calls to repair SkyMesh and third-party equipment are charged at the then current service call-out rates.

Service Availability

The Service can only be provided to Qualified Sites. SkyMesh accepts no liability or responsibility whatsoever for providing Services to sites that are not Qualified Sites.

Interference with the Service

You agree that you will:

- Not interfere with normal operation of the Service or any facility, or make either unsafe.
- Allow any Third Party Suppliers or SkyMesh safe access to the customer premises if required.
- Ensure that our Third Party Suppliers or SkyMesh are provided with sufficient and timely access to the customer premises to enable our Third Party Supplier or SkyMesh to provide the Service.

If you do not have control or have access to the premises in which the service is delivered, you must:

- procure for our Third Party Suppliers and SkyMesh all such access to the premises as may be required.
- Indemnify our Third Party Supplier and SkyMesh against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises.

Interference with the Equipment

You agree that neither you nor any other person except SkyMesh or its nominated installer or representative will or attempt to carry out any modifications, maintenance or repair of any supplied equipment without SkyMesh's prior approval. Any item damaged by you whether purposefully, maliciously, accidentally or due to ill-will, mistreatment, undue care or otherwise will be repaired or replaced at your expense. SkyMesh reserves the right to inspect the equipment to determine the fitness of the equipment to continue to provide the Service under the Agreement and SkyMesh may at its sole discretion decide to terminate the Agreement if you refuse to pay for the repair or replacement of damaged equipment.

Limit of Liability

Except for obligations contained in this Agreement and to the extent not prohibited by applicable law:

- a) each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort, shall be limited to the amount you would be liable to pay to us for 12 months access to the Service.
- b) neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage; and
- c) liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purposes

Ownership of Equipment

All equipment used in the Supply of SkyMesh's Service remains the property of SkyMesh. This includes but is not limited to Antennas, Radio Hardware, CPE Ethernet Router and associated cabling, except equipment which you have purchased.

Termination

You may cancel this Agreement in part or total by giving at least thirty (30) days notice in writing to SkyMesh after the contract period specifying the cancellation date. The Contract will remain in force until the cancellation date and a pro rata period fee applicable to the cancellation date will be due and payable.

SkyMesh may cancel this Agreement in part or total by giving at least thirty (30) days notice in writing to you specifying a termination date provided that notice of cancellation does not take effect prior to a period of the Agreement Term from the Service Commencement Date. Provided that all payments due up to the termination date have been paid, SkyMesh will carry out its obligations under this Agreement to such date.

SkyMesh may cancel this Agreement on notice to you if:

- a) You become bankrupt or go into liquidation or make any arrangement for the benefit of its creditors or become subject to official management.
- b) You breach the warranties contained in the Interference clauses hereof.
- c) You breach any of your obligations under this Agreement and fail to remedy the same within thirty (30) days after receipt of written notice from SkyMesh requesting you to do so;

You may cancel this Agreement on notice if SkyMesh:

- a) Goes into liquidation or makes any arrangement to benefit its creditors or has a receiver or official manager appointed.
- b) Breaches any of its obligations under this Agreement and fails to remedy the same within thirty (30) days after receipt of written notice from you requesting us to do so.

Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

On the termination of this Agreement, you agree to allow SkyMesh or their nominated representative access to your premises to collect all equipment used in the Supply of SkyMesh's Services including but not limited to Antennas, Radio Hardware, CPE Ethernet Router and associated cabling. Further, you agree that SkyMesh or their nominated representative may leave the wiring in place, including the wall socket otherwise you agree to make good any repairs at your expense.

IP Address Space

You agree that any IP address allocated to you in connection with the Service remain the property of SkyMesh and/or our Third Party Suppliers and such IP addresses may change from time to time.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

Assignment

SkyMesh may assign any or all of the rights and obligations on its part contained herein. You may not assign any of your rights or obligations hereto without the express prior written consent of SkyMesh.

Information

You authorise SkyMesh to make enquires as to your credit rating at any time and to report any delinquencies and any other information concerning you.

Amendment

SkyMesh may amend this Agreement from time to time. We will provide 14 days written notice to you of any approved change to this agreement. The amendment will take effect unless you notify us in writing of your objection and cancellation. This Agreement can only be varied as provided in this clause or by agreement of both parties.

Acceptable Use Policy

You agree not to use your access for illegal purposes and to conduct yourself in a responsible and considerate manner, and acknowledge that cracking, hacking, crashing, spamming, transmission or storage of copyright infringing or any data which would contravene Australian laws relating to the production and distribution of pornographic material or distribution of viruses is forbidden, as is unauthorised access to system areas and information on the SkyMesh network or any systems connected to the SkyMesh network.

You acknowledge that we have the right to prioritise traffic on the SkyMesh network as we see fit.

You agree not to use any more than 20% of your monthly data allowance in any 24 hour period.

You agree not to use file sharing applications, including peer to peer programs that place a continuous load on the SkyMesh network, except during the hours of midnight to 6:00 am.

You agree to accept total responsibility for the content of files owned by you and stored on the SkyMesh network, and also accept total responsibility for any data transferred or caused to be transferred across the SkyMesh network.

You agree that you will not send unsolicited bulk commercial email via any method.

You acknowledge that we do not edit or control the content and form of any information or data accessed through the Service.

You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access to the Service, and you agree not to disclose this to any other person.

You must notify us immediately if your username and/or password are lost or you think that someone may be using them. You will be responsible and liable for any unauthorised use of the Service.

You acknowledge that we may introduce a Fair Use Policy in respect of this Service. We may only introduce a Fair Use Policy by providing 30 days Notice to you.

SkyMesh Direct Debit Request Form

Please note:

This form does not need to be completed if you wish to pay SkyMesh with a Credit Card. For payment by Credit Card, simply enter your Credit Card details on the SkyMesh Application.

Request and Authority to debit the account named below to pay SkyMesh Pty Ltd (ABN 62 113 609 439)

1. Please complete your SkyMesh Account details

Surname or Company Name

Given Name or ABN

Street Address

Suburb

State

Postcode

request and authorise SkyMesh Pty Ltd to arrange for any amount SkyMesh Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the direct debit service (provided on the right hand side of this form).

2. Please complete the details of the account to be debited

Financial institution name and Branch name

Branch (BSB) number

Account Number

Account Name

2. Please sign and date

Please print your name(s)

If signing for a company, capacity for signing (eg. Manager)

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and SkyMesh Pty Ltd as set out in this request and in your direct debit service agreements.

Signature (All account holders must sign for joint accounts)

Day

Month

Year

FORM DD3-6

Terms & Conditions

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 service agreement between you and us.
- Banking Day means a day other than a Saturday or a 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 SkyMesh Pty Ltd, (the Debit user) you have authorised by signing a direct debit request.
- You means the customer who signed the direct debit request.
- Your Financial Institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account

- 1.1 By signing a direct debit request, 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 if we have sent to the email address nominated by you, a billing advice which specifies the amount payable by you to us and when it is due.
- 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. Changes 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. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1300 759 637.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least fourteen (14) days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen (14) days notice in writing before the next debit day. This notice should be given to us in the first instance.

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, or if a transaction is returned unpaid:
 - (a) you will incur a fee of \$3.00 per unpaid transaction imposed by us;
 - (b) you may be charged a fee and/or interest by your financial institution; and
 - (c) 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 SkyMesh Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay SkyMesh Pty Ltd 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 759 637 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 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.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

You should check:

- (a) with your financial institution whether the direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) 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:
 - (a) to the extent specifically required by law; or
 - (b) 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 Accounts Officer, SkyMesh Pty Ltd, Locked Bag 15, Fortitude Valley Q 4006.
- 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.