FAIRTEL
Fixed Line, Mobile and Internet Services

Service Application Form

Service Application for FairTel Pty Ltd ATF The O'Malley Family Trust T/A FairTel,
ABN 33 610 647 110, ACN 137 310 251 ('The Company'), 1st Floor, 23 Barlee Street, Busselton, WA 6280.
Tel. 1300 714 930, Fax. 1300 712 913, Email. info@fairtel.com.au, Web. www.fairtel.com.au.

Customer | Direct Debit | Landlines | Mobiles | Internet | Data | Hosting

1.1 Customer Information

Business Name _____ Trading as _____ ACN _____ ABN _____

Customer Name _____ Date of Birth_____ Passport Number_____ Licence Number _____

Post Address: Unit_____ Level _____ Street _____ Suburb_____ State _____ Postcode _____

Site Address: Unit _____ Level _____ Street _____ Suburb_____ State _____ Postcode _____

Work Telephone_____ Home Telephone_____ Fax_____ Mobile _____

Email _____ Email for Bills_____ Account Password_____

1.2 Applicant Declaration

The Customer ("You") apply to The Company ("we" or "us") for the supply of Telephone Services for the service numbers listed in section 3 and/or for the supply of Mobile services for the service numbers listed in section 4 & 5 and/or for the supply of Internet services as specified in section 5 & 6 and/or for the supply of Data services as specified in section 6 and/or the supply of hosting services listed in section 7 and/or the supply of any equipment related to the provision of these services as specified in this application. You acknowledge that: Telephone Services and/or Mobile Services and/or Data Services and/or Internet Services and/or Hosting Services as listed in this application are subject to our Standard Form of Agreement which is a Standard Form of Agreement for the purposes of Part 23 of the Telecommunications Act 1997 (Cth). By signing this application you agree that you have been given the opportunity to read, or have read, and agreed to abide by the terms and conditions set out in the Standard Form of Agreement. This application is accepted by us at the time your Telephone Services, Internet Services, Data Services and/or Hosting Services are activated or for Mobile Services at the earlier of the time your mobile Services are activated or your SIM card is delivered. If you agree to a minimum term contract then the following early termination charges will apply if you terminate during that minimum term: Business Phone Services - Minimum monthly commitment per line or channel x months remaining in contract; Business Phone Services (Telstra ISDN) - Minimum monthly commitment per line or channel x months remaining in contract, plus the relevant installation fee for the service (where such installation fee was credited as part of the fixed term agreement); Home Phone services - Minimum monthly commitment per line x months remaining in contract; Bundled Services - Minimum monthly commitment per service x months remaining in contract. Mobile Services, Hosting Services, Inbound Services & Mobile Broadband Services - Minimum monthly commitment per service x months remaining in contract. Internet Services - Minimum monthly commitment per service x months remaining in contract. Data Services - Minimum monthly commitment per service x months remaining in contract. By submitting this application, the person submitting this application warrants that they are duly authorised to execute this application on behalf of the Customer. Note: If you are a residential customer, a sole trader or partnership in NSW or a customer in the Northern Territory you are entitled to cancel the contract you made at any time within the 5-business day cooling off period, for NSW (that ends 5 clear business days from application) and 10 calendar day cooling off period, for Northern Territory (that begins on the day we accept this application), by sending a cancellation notice to us.

1.3 Privacy & Spam

We will collect personal information about you or information about your company, including but not limited to your electronic contact details such as email address and telephone numbers for the purpose of administering the services for which you apply, and as set out in our privacy policy. Please contact us directly to obtain a copy of our privacy policy. If you would prefer that we do not use your personal information and/or business information for direct marketing and/or for sending commercial electronic messages, please check this box ☐

1.4 Credit Checks

Prior to accepting your application, you have provided to us all information relevant to our assessment of your credit rating. You consent and acknowledge that you: Understand that the Privacy Act 1988 (Cth) allows us to give a credit reporting agency certain personal information about you; The information we disclose to a credit reporting agency includes 60 days overdue and for which debt collection action has started, information that in our opinion you have acted fraudulently or shown an intention not to comply with your credit obligations, and cheques drawn by you for $100 or more which have been dishonoured more than once; Agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for purposes of assessing your application and assisting in collecting overdue payments, and to our obtaining information about your commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you; Agree to our giving to and obtaining from any credit provider named in your application or in a credit report on you issued by a credit reporting agency, information about your credit arrangements for the purpose of assessing your application, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit worthiness; and Understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

1.5 National Relay & Interpreting Service

The Australian Government provides services to assist in understanding & communicating with us. The National Relay Service contact number is 133 677. The number for the Translating & Interpreting Service is 131 450.

1.6 Authorisation

Authorised Representative Name _____ Position (if Business) _____

Authorised Representative Signature _____ Date _____

I understand that all bills are delivered by email delivery and that Direct Debit from either a bank account or credit card is required. I have read & understood the Standard Form of Agreement which is available on our website.

2.1 Direct Debit Details

Business Name _____ Trading as _____ ACN _____ ABN _____

Customer Name _____ Date of Birth_____ Passport Number_____Licence Number _____

By signing this document, you authorise Telco in a Box Pty Ltd to debit your account detailed in the Schedule below on our behalf, with any amount at the time due according to the arrangement between you and us, using the Direct Debit System, for charges incurred for services provided by us. This authority will remain in force until notice is received by us in accordance with the Direct Debit Terms and Conditions.

Direct Debit my Bank Account ☐

Name of Financial Institution _____ Name on Account_____

BSB _____ Account Number _____

Direct Debit my Debit/Credit Card ☐

Type of Card: Visa ○ MasterCard ○ American Express ○ Diners Club ○

Name on Card _____ Credit Card Number_____

Expiry Date _____ CCV Number _____

2.2 Direct Debit Terms & Conditions

When we are bound by this agreement and what we agree and what we can do 1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it. 2. We only draw money out of your account in accordance with the terms of your Direct Debit Request. 3. On giving you at least 14 days notice, we may: Change our procedures in this agreement; Change the terms of your Direct Debit Request; or Cancel your Direct Debit Request. 4. You may ask us to: Alter the terms of your Direct Debit Request; Defer a payment to be made under your Direct Debit Request; Stop a drawing under your Direct Debit Request; or Cancel your Direct Debit appropriate organisation to assist you. 5. You may dispute any amount we draw under Direct Debit Request by contacting us, detailing your (customer reference details) and your bank account number. You will also be required to provide a detailed explanation of the dispute to assist in a resolution. 6. We deal with such any dispute by the following procedure: a. We will investigate the dispute, and where necessary you are expected to provide your cooperation. This cooperation may include contacting your bank, providing account statements, or other means of substantiating a dispute. b. While a dispute is being investigated, you may request that we suspend pending payments until a resolution is reached. Please note that we will keep written record of dispute proceedings to assist in dispute resolution 7. Payments will be made on 15th of each month, or otherwise in accordance with your contract. If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the following business day institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we may continue to seek that payment and recoupment of any fees incurred by us as a consequence of that rejection until all amounts due are paid. 9. We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless: You dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any You to ensure the details on your Direct Debit Request are completed correctly an amount we draw under your Direct Debit Request on a day which is not a business day account, by the due date on which we draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request. 14. To contact us in accordance with the above, please use the contact details available on our website by clicking on the link titled “Contact Us”.

2.3 Authorisation to Direct Debit

Authorised Representative Name _____ Position (if Business) _____

Authorised Representative Signature _____ Date _____

I understand that all bills are delivered by email delivery and that Direct Debit from either a bank account or credit card is required. I have read & understood the Standard Form of Agreement which is available on our website.

5.1 ADSL Broadband

Business Name _____ Trading as _____ ACN _____ ABN _____

Customer Name _____ Date of Birth_____ Passport Number_____Licence Number _____

Early termination fees as set out in 5.2 & 5.3 below will apply unless otherwise stated in the Special Terms and Conditions below.

New ○ Transfer ○ New Connection/Transfer Fee _____ Telephone Number for ADSL Service_____

Site Address: Unit _____ Level _____ Street _____Suburb_____State _____ Postcode _____

Min Term _____ Early Termination Charges _____

ADSL1 ○ ADSL2+ ○ | Standard Plan ○ Business Plan ○ | Shape Speed ○ Charge Excess Data ○ Monthly Fee _____

Inc Data _____Excess Data _____ Modem Type _____ Make/Model: _____

Price _____

Special Terms & Conditions

5.2 ADSL Broadband Terms & Conditions

1. All prices are quoted inclusive of GST. 2. Broadband Minimum commitment over 12 months - $599.40 (25GB plan), $839.40 (50GB plan), $ 959.40 (100GB plan), $1,079.40 (250GB plan), $1,319.40 (500GB plan), $1,439.40 (1000GB plan). 3. FREE install for new services that have never previously been active with another provider. 4. Fast churn fee of $44 applies for services churned from any provider who participates in the DSL/SSS transfer scheme. 5. Early termination fee, if you choose to cancel your service or it is disconnected for any reason within the 12 month contract term you will be charged an early termination fee of $100. 6. Not available to all customers in all areas. “Fast” broadband will deliver speeds of up to 1500Kbps at selected exchanges where ADSL1 is available. “Fastest” broadband will deliver speeds of up to 20Mbps at selected exchanges where ADSL2+ is available and up to 8Mbps/384kbps in all remaining ADSL enabled exchanges. 7. DSL Speeds are theoretical maximum speeds based on Telstra tests. Actual speeds may be less due to a number of factors including network configuration, line quality & length, exchange type, customer premises interference, traffic, hardware and software. 8. If you have chosen a shaped plan, once you have reached your usage allowance, the speed of your service will slow to 256kbps. 9. Usage means monthly download data transfer, 1 Gigabyte = 1024 Megabytes. 10. If you have chosen an unshaped plan, excess data used will be charged at $5.50 per GB in 1 Megabyte Increments. 11. A dynamic IP address will be provided with service. If a static IP address is required, customers will need to purchase a Business Broadband plan.

5.3 ADSL Business Broadband Terms & Conditions

1. All prices are quoted inclusive of GST. 2. Business Broadband Minimum commitment over 12 months is as follows; $959.40 (50GB plan), $1079.40 (100GB plan), $1199.40 (250GB plan), $1439.40 (500GB plan), $1559.40 (Unlimited plan). 3. FREE install for new services that have never previously been active with another provider. 4. Fast churn fee of $44 applies for services churned from any provider who participates in the DSL/SSS transfer scheme. 5. Early termination fee, if you choose to cancel your service or it is disconnected for any reason within the 12 month contract term you will be charged an early termination fee of $100. 6. Not available to all customers in all areas. “Fastest” Business Broadband will deliver speeds of up to 20Mbps at selected exchanges where ADSL2+ is available and up to 8Mbps/384kbps in all remaining ADSL enabled exchanges. 7. DSL Speeds are theoretical maximum speeds based on Telstra tests. Actual speeds may be less due to a number of factors including network configuration, line quality & length, exchange type, customer premises, interference, traffic, hardware and software. About 70% of customers on the 8Mbps plan can access speeds around 6Mbps or more. About 50% of customers on the 20Mbps plan can access speeds around 10Mbps or more. Some existing customers may need to purchase a new modem to achieve speeds in excess of 8Mbps. 8. Usage means monthly download data transfer, 1 Gigabyte = 1024 Megabytes or part thereof. 9. Excess data charged at $5.50 per GB in 1 Megabyte increments. 10. Static IP address provided with the service as well as included free dial up hours. 11. Network Uptime guarantee of 99.6%. 12. Rebate calculated as 1 day of service access fee credited for each hour of network downtime over and above the guaranteed level. Network downtime does not include faults in the underlying telephony services from the exchange to the customer premises or any faults in the customers own network. Rebate must be claimed using our Standard Rebate Application Form within 3 months. Rebate will be applied as a credit against your bill. 13. Acceptable Usage Policy Applies.

5.4 Direct IP

Business Name _____ Trading as _____ ACN _____ ABN _____

Customer Name _____ Date of Birth_____ Passport Number_____Licence Number _____

Early termination fees as set out in 5.5 below will apply unless otherwise stated.

New Connection Fee_____ Min Term_____ Early Termination Charges_____

Per Megabit Bandwidth (Multiples of 10) _____ Monthly Fee_____

5.5 Direct IP Terms & Conditions

1. All prices quoted are inclusive of GST. 2. Direct IP minimum commitment over 24 months is as follows; $1,776.00 (1Mb Unlimited plan), $3,504.00 (2Mb Unlimited plan), $7,056 (4Mb Unlimited plan), $17,592 (10Mb Unlimited plan), $35,184 (20Mb Unlimited plan), $52,800 (30Mb Unlimited plan), $87,984 (50Mb Unlimited plan), $123,192 (70Mb Unlimited plan), $175,992 (100Mb Unlimited plan) 3. Early termination fee, if you choose to cancel your service or it is disconnected for any reason within the 24 month contract term you will be charged an early termination fee comprised of your minimum monthly commitment as per your agreement with us multiplied by the months remaining in your contract. You must provide 30 days’ notice to us to disconnect a service. 4. Speeds are theoretical maximum speeds. Actual speeds may be less due to a number of factors including network configuration, line quality & length, exchange type, customer premises interference, traffic, hardware and software. 5. Static IP address provided. 6. Network Uptime guarantee of 99.6%. Network downtime does not include faults in the underlying service from the exchange to the customer premises or any faults in the customers own network. Rebate must be claimed using our Standard Rebate Application Form within 3 months. Rebate will be applied as a credit against your bill. 8. Acceptable Usage Policy Applies.

5.6 Authorisation

I have read and understood the Standard Form of Agreement and agree to the ADSL Broadband terms & conditions outlined in section 5.2, the ADSL Business Broadband terms & conditions outlined in section 5.3 and the Direct IP terms & conditions outlined in section 5.5 of this agreement.

Authorised Representative Name _____ Position (if Business) _____

Authorised Representative Signature _____ Date _____

You understand that all bills are delivered by email delivery and that Direct Debit from either a bank account or credit card is required. I have read & understood the Standard Form of Agreement which is available on our website.