



## Extra options

*Only complete and return this page if you are a Business Customer and require additional features on your Wireless service. Please call our Sales Team if you require assistance completing this form:*

Hardware Router W/ 4Port Switch	\$139*	<input type="checkbox"/>
Internal Wireless Access Point	\$179*	<input type="checkbox"/>

*All Prices are exclusive of GST*

## Agreement and Declaration

I declare that:

- \*All the information I have provided is true and correct;
- \*I have read, understood and agree to abide by the Wireless Service Agreement and Acceptable Use Policy of GoldenIT;
- \*I am authorized to make this declaration on behalf of the above-named organization.
- \*I am authorized to authorize from monthly payment from the credit card.
- \*I have read, understood and agree to abide by the Standard Form of Agreement (SFOA) located on Golden IT's website, the location being <http://www.sfoa.goldenit.net.au>

Signature \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

FAX your completed Application to 97052544

***If you would like to purchase additional equipment please tick the required item***

(prices are subject to change without notice):

For priority processing  
 please FAX your  
 Application  
 To  
 9705 2544

## Wireless Internet Service Agreement for Business and Home Plans

### 1. Definitions

"You" means the person so named on the Service Application.

"We" and "Us" means GoldenIT Pty Ltd A.B.N 67 099 165 143

"CPE Equipment" means the equipment

We provide to you as part of the Wireless Service. "Facility" has the meaning given by the Telecommunications Act 1997 and also

Includes any line, equipment, mast, antenna, tunnel, hole, pit or pole used in connection with the Wireless Service;

"Wireless Service" means a service of the type ordered on the Service Application and includes all functions available using the service (including but not limited to Electronic Mail, File Transfer, World Wide Web), and any other services we provide to you which are related to the Wireless Service but are not subject to a separate executed Service Agreement.

"Premises" means the premises at which the Wireless Service is installed; "Service Application" means the form published by us for the purpose of ordering a wireless Service

### 2. Agreement

This Agreement constitutes the full and entire understanding and agreement between us (the Provider), and you (the Customer) with regard to the supply of the wireless Service.

### 3. Installation

Upon acceptance of a Service Application we will take reasonable steps to provide you with the wireless Service. You acknowledge that we do not guarantee that installation of the wireless Service will be available to you: In such an event, both parties will be released from their obligations under this Agreement and we shall have no liability to you. You acknowledge that installation of the wireless Service may be delayed. You agree that neither we, nor our suppliers, are liable for any disruption or delay associated with installation. **You accept that all the equipment will remain the property of GoldenIT Pty Ltd.**

You accept that once agreed, recommended technician will do the installation and we are not liable for any disruption, delay or problems with installation services.

### 4. Our Responsibilities

We will use reasonable measures to make the wireless service available to you 24 hours a day, 7 days a week, however it may be unavailable at times, due to factors including but not limited to system maintenance, peak congestion, bad weather, equipment or link failure. You acknowledge that we do not guarantee the speed, performance or quality of the wireless Service. Representations of speeds are maximum theoretical speeds and may not reflect actual performance. We will provide a fault reporting service, accessible during our business hours (as modified from time to time). Unless instructed by us, you may only contact us, not our suppliers, for faults related to the wireless Service. Upon your report of a fault we will take reasonable steps to remotely identify the cause and advise you of the action required. You acknowledge that faults related to the provision of the Wireless Service may be outside of our control, and any

restoration targets we provide are subject to the performance of third parties, for whom we accept no liability. We may assign any of our rights under this Agreement without your prior written consent. We must notify you if we exercise this power.

### 5. Charges

You agree to pay charges for the Wireless Service in accordance with our Pricing Schedule. We reserve the right to alter charges from time to time by giving at least 14 days written notice of such alterations. Such notice may be by post, facsimile, or electronic mail. However, we cannot increase the minimum monthly cost of your Wireless service during the initial contract term as indicated on the Service Application ("initial contract term").

You agree to pay charges by cheque or credit card, or as agreed with us in writing. If payment is by credit card, you permit us to debit your credit card in accordance with our Pricing Schedule or as altered from time to time. We are allowed to charge interest on all overdue amounts at the Westpac business overdraft rate, calculated daily and compounding monthly. Further, you must pay all costs reasonably incurred by us in recovery of overdue charges. **If elected to pay by cheque, electronic transfer or other means payment has to be made by the due date or there will be a SERVICE OVERDUE CHARGE.**

If a GST is imposed on any supply made under or in connection with this Agreement (a taxable supply) the party obliged to pay for the taxable supply will pay additional consideration of an amount equal to the GST payable on or for the taxable supply.

### 6. Your Responsibilities

You must not interfere with the normal operation of the Wireless Service or any Facility or make either unsafe. You agree to provide us, our suppliers and nominees with safe, sufficient and timely access to the Premises:

a. To inspect, test or modify any facility and CPE Equipment which may be causing interference or danger to install, maintain or repair the Wireless Service, a facility or CPE Equipment; and at the expiration or termination of this Agreement, to remove the Wireless Service.

### 7. CPE Equipment and/or Facility.

If you do not own, control or have access to the Premises you must procure for us, our suppliers and nominees all such access to the Premises as may be required by the preceding paragraph; and indemnify us, our suppliers and nominees against a claim by the owner or occupier of the Premises, or any other person, in relation to the entry of us, our suppliers or nominees onto those premises. You agree not to assign or otherwise transfer this Agreement or your rights under it, delegate your obligations, or resell the Wireless Service. You must not disclose your password to any person, or allow a third party to use the Wireless Service without your direct and ongoing supervision. You are responsible for all use of the Wireless Service including use that is not authorized by you. You agree that the Wireless Service may be used only in accordance with our Standard Form Of Agreement, which is published on our Website (<http://www.sfoa.goldenit.net.au>) and available from us on request. The Acceptable Use Policy, or as modified from time to time, forms part of this Agreement