

PowerNet 2 Residential DSL Application

Plans

Name	Dload(p/mth)	Price	
PowerNet2-10G	10GB	\$49.95	<input type="checkbox"/>
PowerNet2-50G	50GB	\$69.95	<input type="checkbox"/>
PowerNet2-100G	100GB	\$79.95	<input type="checkbox"/>
PowerNet2-200G	200GB	\$99.95	<input type="checkbox"/>

Non Metro Zone Surcharge +\$10.00

Activation (once only)

Service Activation	\$150.00	<input type="checkbox"/>
Service Upgrade (From ECN ADSL only)	\$50.00	<input type="checkbox"/>
Service Migration (From other provider)	\$49.00	<input type="checkbox"/>

Old Service Provider: _____

Equipment *

Details		
Supply own equipment	-	<input type="checkbox"/>
Router / modem - 1 port	1. refer appendix	\$0.00 <input type="checkbox"/>
Router / modem - 1 port		\$59.00 <input type="checkbox"/>
Router / modem - 4 port		\$89.00 <input type="checkbox"/>
Wireless / Ethernet router/modem - 4 port		\$119.00 <input type="checkbox"/>
Additional DSL line filters		\$15.00 ea <input type="checkbox"/>
Freight		\$10.00 <input type="checkbox"/>

Customer Details

Customer Name: _____
 Contact Name: _____
 Telephone: _____ Mobile: _____
 Postal Address: _____

Installation Details

Site Address (of DSL service): _____
 Telephone number for service: _____

Billing and Payment Details

Method: Credit Card (all cards) Invoiced via Email
 Card number: _____ Expiry date: _____
 Card holder's name (Block letters): _____
 Card holder's signature: _____
 Billing Email Address: _____

Customer Declaration

My signature indicates acceptance of ECN's Broadband Now terms and conditions of Service as a duly authorised representative of the customer.

Signature: _____ Date: _____

ECN Pty Ltd
 PO Box 778
 Indooroopilly Qld 4068

Telephone **1300 790 111**
 Facsimile **1300 790 112**

Email **sales@ecn.net.au**
 Web **www.ecn.net.au**

ABN **75 082 665 905**

- PowerNet2 uses ADSL2+ technology where available. In non ADSL2+ areas ECN provide PowerNet2 using 8Mbit ADSL1.
- Contact ECN to determine if your location is in a metro or non-metro zone.
- **Standard Contract terms are 12 months.**
 1. 24 Month contracts apply for Free 1 port router / modem plan.
- Excess data charged at \$0.06 per megabyte.
- End-Customer product; Service providers and wholesalers contact ECN.
- Invoices will be emailed to the nominated email address.
- Up to 5 complimentary email addresses are available per service by contacting ECN Pty Ltd.
- Equipment price valid only with activation.
- Service Upgrade only available from an ECN ADSL connection.

Terms and Conditions of Service

ECN Pty Ltd (ECN) (**we, us**) has agreed to provide you, and you agree to purchase, the service as requested in the Service Application Form (the **Service**) and in accordance with:

- (a) the General Terms and Conditions set out on this page (**General Terms**); and
 - (b) Any other service descriptions and conditions that we agree with you.
- The ADSL access component of the Service is supplied to us by a wholesale provider.

In the event of any inconsistency between the General Terms and any other provision of this Agreement, the General Terms will prevail to the extent of that inconsistency.

1. Minimum Term

The minimum term of your agreement with us is 12 months from the date of your connection to the Service unless otherwise stipulated by us in writing.

When relocating a broadband service to another location, a new 12 month contract will commence from the date of the connection.

2. General Conditions of Service

By signing this agreement, you agree to and acknowledge the following:

- (i) ECN does not supply a standard telephone service with the ADSL access component and as such the Service is not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority and it may be necessary to terminate the Service if you request another carrier to provide a standard telephone service after the date of this Agreement;
- (ii) Where we contract with a wholesale provider for the provision of the Service we may provide name, address, telephone number and other information provided by you (**Customer Information**) to that wholesale provider, its suppliers and its nominees for the purpose of fulfilling such contracts.
- (iii) ECN may, at its discretion, provide the Service by using either :
 - a. an existing or new Unconditioned Local Loop Service (ULLS); or
 - b. An existing or new access line which supplies a standard telephone service; provided by Telstra Corporation Limited (**Telstra**) or a reseller of Telstra, depending on the technical and operational requirements of the particular Service.
- (iv) in the case of clause 2(iii)(b) above:
 - a. that you are the customer of Telstra or a reseller of Telstra in respect of the standard telephone service;
 - b. that ECN can only provide the service whilst you remain a customer of Telstra, or a reseller for the standard telephone service;
 - c. that ECN will terminate the service if you cease to be a customer of Telstra, or a reseller of Telstra;
 - d. that the installation of the service may cause temporary disruption to the standard telephone service; and

That certain incompatible products will not be supplied to you by Telstra, or a reseller of Telstra.

3. Use of the Service

You agree to comply with the ECN Acceptable User Policy (see www.ecn.net.au) which is summarised as follows:

- i) not to send e-mail that may destroy or damage an e-mail recipients computer;
- ii) not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person/persons or corporation;

- iii) not to reveal confidential information about ECN and/or its suppliers which may result in unauthorised usage of the Services by a third party;
- iv) not to transmit information which contains viruses or other harmful components;
- v) not to interfere, damage or destroy computer systems, operations, services - including disobeying any requirements, procedures, policies or regulations of ECN, other users and/or third parties;
- vi) Not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.

4. Unlimited Transfer Plans

Unlimited transfer plans are provided with an acceptable usage monthly limit of 20GB on 256k speed services, 30GB on 512k speed services and 40GB on 1500k speed services. Clients exceeding this usage are subject to service speed limiting to 64kbps for remainder of that month.

5. Cancellations and Relocations

Order cancellations – will attract a fee of \$199.00.

All cancellation of services are required in writing.

Service cancellations – will attract a fee of equal to the monthly rental or part thereof of the service provided for the period remaining on the contract.

When relocating a broadband service to a new location a charge of \$99 is required for the New Connection.

Relocation requested during the first 6 month period of a contract will attract an additional fee of \$99.

Cancellations received outside the contract period will be effective the last day of the current billing period for which the service is being cancelled in.

Transfers from ADSL to ADSL2+ may experience downtime during the transfer process of up to 24 hours.

6. Payment

I/We acknowledge that payment is required with ECN Pty Ltd prior to service delivery. In the event of ECN providing a customer invoice, invoices will be provided with strict **14 day** trading terms.

Should payment **NOT** be received within the trading terms, ECN Pty Ltd reserves the right to suspend/cancel the service without further notice until such time as all accounts are paid in full pursuant to section 5 of this agreement.

7. Billing

Billing will commence the day following the date that the customer is notified that their service is active.

We reserve the right to terminate or suspend the Service in the event of a breach of this agreement.

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