



**PRIVATE APPLICATION FORM**

**Customer Details**

Contact Name

Company Name

Postal Address

Suburb  Postcode

Home Phone  Mobile  Work

**Plan Details**

Name of Plan Selected

Billing Period: (Please tick the appropriate box)  1 month  3 months  6 months  12 months

**Identification**

Username (2-16 characters) Option 1  Option 2

Password (6-8 characters with at least one non-alphabetical) Option 1  Option 2

Security Keyword  date of birth

**Computer Information**

Type of Computer ✓ (tick one)  IBM / IBM Compatible  Apple Mac / Apple Compatible  Other (please specify)

Type of Operating System ✓ (tick one)  Windows 95/98  Windows ME  NT4  Win2000/XP  Apple OS

**Payment Details**

Preferred Payment Method  Visa  Mastercard  Diners  Amex  Bankcard  Cheque  BPAY

Card Number  Total

Name on Card  Expiry Date

Card Signature:

**Agreement**

By signing this Application Form I agree to be bound by all of the Terms and Conditions shown to me and found at <http://www.hotkey.net.au>

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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All Plans have \$25 once off connection fee

**Dial Up Plans**

**Premium Internet**

Plan Name	No. of hours	Access Fee	Additional
Premium 10 Plus (P10plus)	6 hrs / Month	\$10 / Month	\$3 / hour
Premium 15 Plus (P15plus)	10 hrs / Month	\$15 / Month	\$2 / hour
Premium 20 Plus (P20plus)	15 hrs / Month	\$20 / Month	\$2 / hour

**Premium Block Plans Prepaid**

Plan Name	No. of hours	Access Fee	Valid For
Premium Block 20 (Pblock20)	20 Hours	\$25	2 Months
Premium Block 30 (Pblock30)	30 Hours	\$60	6 Months
Premium Block 50 (Pblock50)	50 Hours	\$75	6 Months
Premium Block 100 (Pblock100)	100 Hours	\$125	6 Months
Premium Block 200 (Pblock200)	200 Hours	\$200	12 Months

**Unlimited Plans**

Plan Name	Access Fee	Download Limit	Excess Data	Session Limit
Absolute Max	\$29.95 / Month	Unlimited	none	10 hrs
Absolute Max Annual 12 month contract	\$24.95 / Month	Unlimited	none	10 hrs



## INTERNET SERVICES

07/10/05

### PRIVATE APPLICATION FORM

#### Terms and Conditions

##### Definitions

"Account" means a right to use the Services which is uniquely identified to You and any Designated User.

"Application" means a request by You to us to provide Services, made orally, in writing or electronically.

"Commencement Date" means the date on which we commence providing You with the Services as outlined in clause 2.2.

"Hacking" means unauthorised entry by any means into another computer to observe restricted or sensitive information or to copy or damage information on that computer or interfere with the use, operation or efficiency of that computer.

"MegaByte" or "MB" means 1,000,000 bytes

"Services" means the Internet access and other services requested by You which we agree to provide to You.

"Spamming" or "Spam" means unsolicited electronic messages which are prohibited by law or which in Hotkey's opinion, having regard to prevailing industry practices constitutes an unacceptable use of the Services.

"Supplier" means a supplier of telecommunications services or other Internet services to us.

"Us", "We" or "Our" includes Our servants, agents, employees, licensees, franchisees, successors, substitutes or permitted assigns.

"You" means the person named in the Application.

"Flat Rate Plan" means that there is either no limit to the number of hours and/or Megabytes used per billing period. See 7.Special Conditions.

##### Services

We will provide You with the Services on these terms and conditions and on the terms applicable to the plan selected by You and on any terms in Your Application.

We will commence providing You with the Services when You are granted an Account.

An Account will be granted to You as soon as possible after we receive and accept an application and You pay any fees, which You may be required to pay prior to the granting of the Account.

##### Charges

Subject to any special conditions to the contrary, we expect You to pay any application or connection fee and all further charges within the terms specified on any invoice or account given to You. Invoices or accounts will be rendered in accordance with the pricing model indicated by You on the Application or on the initial "welcome email" or as subsequently notified to You. Invoices, unless agreed otherwise will be sent via electronic means and the onus is on You to ensure that You can retrieve and read these electronic invoices in a timely manner.

You will pay us the price of the Services by way of credit card, bpay cash or cheque or such other method of payment as shall be agreed. If You nominate credit card payment, You are authorising us to debit Your card with the appropriate amount each billing cycle.

Unless otherwise agreed in writing, we may vary Our charge for any Service by providing 20 business days notice in writing of the variation to You. This variation may reflect variations in a Supplier's charges to us.

Interest may be charged by Us on any amount You owe Us which is not paid by the due date specified in Our invoice, at the Bank Corporate Overdraft Reference Rate most recently published before that date. Any late payment is a serious breach of these terms and conditions and may also result in termination of the Services, with late payment, re-connection and/or re-application fees then applicable.

You will pay to us any registration fee and Your first month's or quarter's connection fee or annual fee on or before the Commencement Date. Any ongoing fee and any other charges payable in respect to the relevant month will be billed to You as detailed in any network usage report on a month-to-month or quarter-to-quarter basis.

A security deposit may be required if paying by cash or cheque

A handling fee may be charged if paying by cash or cheque

We reserve the right to recover any costs incurred in the recovery of debt due to non-payment of an account rendered by Hotkey to You.

A charge may be incurred where an invoice is required to be sent in hard copy and posted using a mail service.

Termination of Your Internet Access before the end of Your Plan Period may incur an administration fee

##### Duration

This Agreement commences on the Commencement Date and will remain in force until terminated in accordance with clause 11.

##### Your Use of the Services

If You are under 18 years of age, You must obtain a parent/guardian's consent prior to using Hotkey's Services.

You agree not to undertake any Hacking or store any Hacking related material.

You agree not to give information, advice, assistance or any other kind of feedback about or concerning Hacking to any person or virtual entity either directly or indirectly.

You agree not to use the Services to process any data that You know or reasonably ought to know is subject to copyright where You do not own or have a licence to use that data.

You agree to make reasonable efforts to avoid establishing hypertext links to material, which promotes or facilitates copyright infringement or contravention of any law of any country or state.

You agree not to use the Services for any purpose related to any virus, worm or other program that You know or suspect may have a detrimental effect upon any computer or virtual service.

You agree not use the Services for any purpose that would contravene any Australian or other laws, including without limit those relating to production and distribution of pornographic material, any stolen information or offensive literature.

You agree not to redistribute any end user software provided by us to You.

You agree to take full responsibility for data processed by You in relation to Your use of the Services.

You are responsible for the selection and use of security features, non-disclosure of personal login information and back up of any information. Disclosure or loss of login information or Service misuse is

Your responsibility and should be reported to us immediately.

You will not send Spam, harassing or threatening e-mail or forgery (or attempted forgery) of e-mail and You will refrain from mass posting of messages to inappropriate Usenet newsgroups and mass, unsolicited e-mailings and You will not allow an open relay to occur. You agree to post advertisements only where appropriate and in venues that specifically encourage or allow advertising.

You agree to take full responsibility for the installation and use of telephone lines and all other equipment needed to access the Service and to ensure the cost of each call to the Service is appropriate to the service You require.

You will ensure that each user of Your Account complies with the obligations imposed by this Agreement.

You agree generally not to permit the Services or Our hardware or software to be used by a person or persons for any activities of an illegal or fraudulent nature.

If You require a domain name, You warrant that the information provided to us when ordering Your domain name is true and correct and You indemnify us against any loss, which we may incur as a result of You breaching this warranty.

You must not connect a sub-network to the Internet, unless Hotkey expressly allows otherwise in writing.

You agree to take full responsibility for the settings of certain software on Your own computer systems, which may be used to connect to the Internet. In particular, where they are set to automatically redial when disconnected, all costs will be borne by You for charges, which may be incurred through Your telephony provider. You also agree that You understand that disconnections may be caused by a number of system failures which will result in automatic redial if the software is set up in that manner.

##### Our Rights

We may monitor or keep any records that we deem necessary of Your use of the Service.

Although We will at all usual times respect Your privacy, You agree that we may act in any appropriate manner to curtail any of the matters prohibited by this Agreement or by law, including viewing any of Your electronic mail and files reasonably suspected to contain information about such matters.

We may add Services, discontinue Services, or make alterations to current Services at Our discretion. We will give You reasonable notification of any such changes.

We reserve the right to refuse any Application.

We reserve the right to suspend or terminate any of the Services without notice if You breach any obligation under this Agreement or if we identify any security issue which we believe may affect Our network.

##### Special Conditions

Hotkey's Flat Rate dial up plans may include hourly or data limits per month, inclusive of http, email, ftp and other traffic (Check plan pricing for limits).

The Flat Rate plan offer may be withdrawn at any time.

Maximum connection sessions will be enforced, with disconnection as appropriate (Check plan pricing for limits).

20 minute idle disconnections will occur.

Only one login per account is allowed at the same time.

Terminal logins are not permitted.

Modem availability during peak periods is not guaranteed with this service.

Excess Charge Calculations. Data transfer will be measured for Download into the customer equipment only. Data is charged at the plan rate per megabyte. However if the Upload Megabyte traffic into the Hotkey network does exceed download data by greater than 100% (>2 to 1), an additional per megabyte charge will be incurred for the total upload amount at the rate of 50% of the download rate for that plan.

Hotkey Brisbane Southside PO Box 3153 Birkdale 4159 QLD

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#### Credit Checks

You authorise Hotkey to conduct credit checks and searches and to use that information to assess credit worthiness. Hotkey may give to a credit reporting agency the following information: identity particulars (as permitted by the Privacy Commissioner's determination); the fact that You have applied for credit and the amount; the fact that Hotkey is a current credit provider to You; payments which become overdue more than 60 days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by You which have been dishonoured more than once; in specified circumstances, that in the opinion of Hotkey, You have committed a serious credit infringement; that the credit provided to You by Hotkey has been paid or otherwise discharged. Hotkey may give to or seek from any credit provider named in a credit report issued by a credit reporting agency information about Your arrangements. You understand that this information can include any information about Your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other (Section 18N(1)(b) Privacy Act). You understand the information may be used for the following purposes: to assess an application for You for credit; to notify other credit providers of a default by You; to exchange information with other credit providers as to the status of this credit where You are in default; to assess Your credit worthiness. If Hotkey considers it relevant to assess Your application for personal credit, You agree that Hotkey may: obtain a report about Your commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons; obtain from a credit reporting agency a credit report containing personal credit information about You in relation to commercial credit provided by Hotkey; receive from a credit reporting agency a credit report containing personal information about You in relation to collecting overdue payments. Customer acknowledges and agrees that: Hotkey may use Your personal information in connection with the Services and for this purpose may share it within the Hotkey Group and with other entities which provide services to Hotkey related to the provision of the Services; Hotkey may use it to inform You about other services offered by Hotkey and business partners and associates of Hotkey (You may elect not to have personal information used in that manner on request to Hotkey). You have the right to contact Hotkey to obtain access to certain Your personal information held by Hotkey; You will inform Hotkey whenever a change occurs in Your personal information; Hotkey Privacy Policy and Privacy Statement are available from Hotkey on request.

#### Limitation of Liability

We cannot and do not warrant or guarantee that the Services provided will be free of delays or faults although we will use Our best efforts to restore all faults within a reasonable time. Also, we do not generally monitor Your use of e-mail or the transmission or downloading by You of any other material using the Services. Accordingly, the use of the Services is at Your sole risk and We are not and will not be liable for any direct or indirect, special or consequential loss or damage however caused which may be suffered or incurred by You or which may arise in respect of Your use of or interruption to the Services.

Subject to clauses 9.3 and 9.4, all warranties, undertakings, inducements and representations whether express or implied, statutory or otherwise relating to the provision of the Services is excluded. We take all reasonable steps to ensure that any of Your data, which is held by us and is confidential remains confidential; however, we are not and will not be responsible for release of such data through unauthorised entry to Our system or Hacking, which is beyond Our control.

Where a term, condition or warranty is compulsorily implied by law, it is deemed to be included in these terms and conditions, however Our liability for breach of such implied term, condition or warranty will be limited at Our option to supply of the Services again or the payment of the cost of having the Services supplied again.

#### Indemnity

Unless otherwise required by law, You indemnify and shall keep Us indemnified in respect of any loss or damage, action, claim, suit or proceeding against Us by any person in respect of the use by You or a Designated User of the Services including but not limited to the transmission of any illegal, defamatory, misleading, deceptive and/or fraudulent material which You or a Designated User transmit or cause to be transmitted or downloaded using the Services.

#### Termination

Subject to any agreed minimum contract period, either party may terminate this Agreement by giving 30 days written notice to the other.

We may terminate this Agreement immediately by notice to You if You have breached or failed to properly observe these terms and conditions You enter into liquidation or provisional liquidation, become insolvent, enter into any form of external insolvency administration or have a corporate controller or any receiver and/or manager or administrator appointed.

We may terminate this Agreement in relation to a particular Service or the Services as a whole if we are unable to provide a Service or Services due to their termination or withdrawal by a Supplier that is providing them.

You remain liable for all charges owing under this Agreement in respect of Services used by You up to and including the date of termination of this Agreement.

#### General

Any notice under this Agreement may be given by Us to You by hand delivery, post, facsimile or electronic mail at the latest addresses known to us. All such notices shall be deemed to have been duly given or made (i) when delivered if sent by hand or (ii) the business day following posting if sent by post or (iii) the business day following the date of transmission if sent by facsimile or (iv) the business day following the date of transmission if sent by electronic mail. Without limit, You specifically consent to Our sending notices to You by email at Your Hotkey email address.

The parties to this Agreement shall not be liable for any delay or failure to perform their obligations, except the obligation to pay any moneys validly owing, if that failure or delay is due to any cause or condition beyond the reasonable control of that party.

The failure or omission of a party at any time to enforce or require the strict observance of or compliance with any provision of this Agreement or exercise any election or discretion under this Agreement, shall not operate as a waiver of any of those rights of a party, whether express or implied, arising under this Agreement. A right created under this Agreement may not be waived except in writing signed by the party granting the waiver.

If any part of this Agreement or its application to any party or any circumstance is or becomes unenforceable, void or illegal, then unless that part is fundamental to the operation of the Agreement or contrary to public policy, the remaining terms and conditions of this Agreement will not be affected but will remain in full force and effect.

We may assign this Agreement or sub-contract Our performance of this Agreement or any part of it.

Except as otherwise expressly provided, these terms and conditions shall ensure to the benefit of and be binding upon the successors, assigns, heirs, executors and administrators of the parties.

Where this Agreement is subject to legislation which prohibits it from being governed by the law of a place other than the state or territory in which it was entered into, then it is governed by the law of that state or territory; otherwise, to the maximum extent permitted by law, it is governed by and subject to the laws of Victoria and each party submits to the exclusive jurisdiction of courts and tribunals in Victoria.