



E-Vision Internet Business Broadband with Fixed Phone ADSL2+ Application

Please print clearly in BLOCK LETTERS to avoid unnecessary delays in processing your application.

E-Vision Dealer Code

Return your completed form by:

Fax: 1300 785 096

Scan and Email: orders@e-vision.com.au

Post: PO Box 1039, Huntingdale, Victoria, 3166

A Existing E-Vision Customers

Please provide your existing E-Vision account number.

Account No

B Contact and Delivery Details

Please note that equipment can not be delivered to a PO Box.

First Name / Last Name

Phone No

Fax No

Email

Address

Suburb/Town

State / Post Code

C Billing Details

Please provide your Billing details if they are different to the Contact and Delivery addresses supplied above.

First Name / Last Name

Company (where applicable)

ABN/ACN (where applicable)

Address

Suburb/Town

State / Post Code

Phone No

Fax No

Email

D ADSL/ADSL2 Service Details

Please provide information relating to the phone line where your ADSL service will be installed. Note: the phone number provided below will be switched to E-Vision as part of the bundled ADSL / home phone offering.

Phone No

Address

Suburb/Town

State / Post Code

E Payment Options

All Residential plans require either direct debit or credit card payments. Please select your preferred payment option.

Direct Debit from my Bank Account

If paying by Direct Debit please complete the Direct Debit Authority form (also available from our website) and return it with this application

Debit my Credit Card

Credit Card Type

Visa MasterCard

Card Number

Name on Card

Expiry Date CVV (Verification Value)

Card Holder's Signature

F How did you hear about E-Vision?

Did an E-Vision customer recommend E-Vision to you? If so please let us know by supplying their account or phone number and we will reward them. If you discovered us in some other way, please let us know.

E-Vision Customer's Name

Account Number or Phone Number

If from another source, please let us know here

G Choose your ADSL2+ Plan - Bundled with Fixed Phone

(Please tick only one plan)

These ADSL2+ Plans are bundled with E-Vision's Home Phone service. These plans include discounts and other benefits associated with bundling your home phone with E-Vision.

ADSL2+ is available in supported exchange coverage areas - please check www.e-vision.com.au to confirm that ADSL2+ is available in your area.

Plan	Included Monthly Downloads	Shaping or Excess	Additional Data Packs Available**	Bundled Monthly Cost#
<input type="checkbox"/> ADSL2+ Light 1 (with VoIP Option)	10GB 12GB	Shaped 64/64k	\$9 per GB \$6 per GB	\$79.95
<input type="checkbox"/> ADSL2+ Medium 1 (with VoIP Option)	15GB 20GB	Shaped 64/64k	\$9 per GB \$6 per GB	\$119.95
<input type="checkbox"/> ADSL2+ Medium 2 (with VoIP Option)	20GB 25GB	Shaped 64/64k	\$9 per GB \$6 per GB	\$159.95
<input type="checkbox"/> ADSL2+ Heavy User (with VoIP Option)	25GB 30GB	Shaped 64/64k	\$9 per GB \$6 per GB	\$199.95

** Additional Data Packs provide for further high speed downloads once the Shaping limit has been reached. Data packs can be purchased online from the user portal

#Bundled Monthly Cost represents the discounted monthly DSL component. The non-discounted price is \$10.00 per month higher.

Add VoIP Option for \$9.95 per month, make calls for 9.9c to landlines Australia wide and get bonus downloads

Standard Plan Inclusions

- Static IP Address
- 10 Email Addresses
- Downloads only counted (except where uploads exceed 3:1 ratio in which case uploads are counted instead of downloads)
- Invoices are electronically delivered, paper copies if requested will attract a \$2.00 admin charge per month

H Choose your Home Phone Plan

(Please tick only one plan)

Plan	Monthly Line Rental	Local Calls	National Calls (STD)	Calls to Mobiles	Call Connection*
<input type="checkbox"/> Business Phone - Value Plan	\$34.95	17.5c	12.0c/min	33.0c/min	15.0c
<input type="checkbox"/> Business Phone - Pro Plan	\$41.95	15.0c	10.0c/min	27.0c/min	5.0c

* Call Connection does not apply to Local Calls

* Calls charged in 1 second increments

*****PLEASE PROVIDE A COPY OF YOUR CURRENT PHONE BILL FOR ACCOUNT VERIFICATION PURPOSES*****

I CONTRACT TERM AND INSTALLATION CHARGES

Please nominate the Contract Term and associated Installation Charges (Select only one)

- 6 Months - \$129.95
- 12 Months - \$69.95
- 24 Months - Free Install

J Hardware Options

Select one option from below. While the purchase of compatible hardware from E-Vision is optional, a suitable modem or router is required to access the E-Vision ADSL/ADSL2+ broadband service.

Modem / Router Type*	Features	Cost**
<input type="checkbox"/> 1 Port ADSL2/2+ Modem	Allows for direct connection to Ethernet port on PC or laptop. Most useful for single PC connecting.	\$60.00
<input type="checkbox"/> 4 Port ADSL2/2+ Router	Provides 4 Fast Ethernet ports (10/100Mb/s) for connecting PC's/laptops. Has built in Firewall/NAT	\$93.00
<input type="checkbox"/> Wireless 4 Port ADSL2/2+ Router	As per above (4 Port ADSL2/2+ Router) with the addition of Wireless access (802.11b/g)	\$116.00

<input type="checkbox"/> 1 Port ADSL2/2+ Modem with VoIP	Connect two standard phones to make calls by VoIP. Adds Firewall / Routing capability	\$131.00
<input type="checkbox"/> Wireless 4 Port ADSL2/2+ Router with VoIP	Full function Wireless access point (802.11b/g), 4 port Switch (10/100), 2 port VoIP (including 1 pstn failover port). Provides QoS to prioritise Voice.	\$227.00
<input type="checkbox"/> Bring your own Modem / Router	You can supply your own compatible modem or router, or you may already have your own. Technical Support options may be limited on equipment not supplied by us.	N/A

Delivery Charge: \$10.00 (Australia wide)

* Modem / Router makes and models are subject to availability and may be substituted for one of a similar or better specification
 **Price includes pre-configuration - please let us know by ticking the box below if you do not wish us to pre-configure the hardware for you.

Please do not configure my modem or router - I will do it myself

K Username and Email Preferences

Select your preferred username and password. This username and password is used to authenticate your broadband access.

Preferred Username

Password

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List up to 5 Email Addresses to be created. Please note that your preferences may already be taken. We will advise you which email addresses have been created. For those plans which allow for more than 5 email addresses, you will be able to request the additional addresses once your account has been setup.

#	Email Address requested
1	<input type="text"/> @e-vision.com.au
2	<input type="text"/> @e-vision.com.au
3	<input type="text"/> @e-vision.com.au
4	<input type="text"/> @e-vision.com.au
5	<input type="text"/> @e-vision.com.au

L Agreement and Declaration

I verify that all information I have provided is true and correct;

- I declare that I have read and understood and agree to abide by E-Vision Internet's Terms and Conditions (as stated overleaf)
- I am authorised to effect this declaration, on or behalf of the above named person or organisation
- I acknowledge that E-Vision Internet will only be able to provide the Broadband DSL service on the basis that an appropriate telecommunications line is available at the above location

Signed

By (Print Name)

Date

ADSL and ADSL2+ TERMS AND CONDITIONS

1.0 INFORMATION ABOUT THIS AGREEMENT

Please read this agreement carefully. The supply of Services under this agreement is by E-Vision Internet Pty Ltd (ABN 47 090 833 919) referred to in this agreement as "E-Vision Internet", "E-Vision", "we", "us", or "our"). By using any of our Services you accept all the terms and conditions contained within this agreement.

2.0 Supply of Service

This agreement overrides and cancels any previous agreements between the Customer and E-Vision Internet in relation to the supply of ADSL Internet Access Services.

2.1 SERVICE DESCRIPTION

2.1.1 E-Vision ADSL and ADSL2+ are high speed, broadband Internet services that operate on a copper line connected at the Customer's premises.

2.1.2 Depending on Customer's location the broadband service may be delivered either as a ULL, or spectrum shared.

2.1.3 In the case of bundled Internet and Phone plans, E-Vision will supply and invoice the Customer for the Internet access, line rental, local and long distance calls. The customer must remain preselected through E-Vision to retain the discounts provided as part of a bundled service.

2.1.4 Where there is any exclusion or inconsistency between the terms and conditions, and the Standard Form of Agreement (SFOA), the later will prevail - to the extent of any such exclusion or inconsistency.

2.2 SERVICE COVERAGE AND DATA SPEEDS

2.2.1 The customer acknowledges and understands that ADSL or ADSL2+ may not be available to all locations or premises.

2.2.2 E-Vision does not guarantee provision of broadband services to every applicant. Where the service is unavailable, the applicant will be notified. E-Vision will not be liable for any loss that rejection of the Customer's application may cause.

2.2.2 The actual speeds of the broadband plans can vary substantially due to many factors including, but not limited to distance from the local exchange, line quality, electromagnetic interference (EMI), configuration of the copper wiring within the Customer's premises and the customer's modem or router.

2.2.3 The data speed is also dependent on customers not using the service to transmit or receive high volumes of data traffic on a sustained basis. The Customer must not use the service in this way.

2.3 INSTALLATION OF ADSL/ADSL2+ BROADBAND SERVICE

2.3.1 The customer must nominate an existing standard telephone service (PSTN) to connect the broadband service to.

2.3.2 In the case of a bundled phone and Internet service, E-Vision will begin charging the Customer for the line rental, call costs and any associated charges with the telephone service.

2.3.3 If the Customer chooses an Unbundled Internet plan, the Customer will continue to be responsible for all the costs associated with the nominated telephone service to the existing telephone carrier or service provider.

2.3.4 If the Customer chooses a Naked DSL service, the customer acknowledges that any existing communications services will be disconnected, and only the broadband service by E-Vision will be supplied on the nominated telephone service.

2.4 FAULTS AND OUTAGES

2.4.1 The Customer agrees to direct all support queries in relation to faults or outages of their E-Vision broadband service to E-Vision's support Help Desk (see www.e-vision.com.au for contact details). The Customer is liable for any costs incurred by directly engaging a Third Party (including third party service providers including Telstra). Where any costs are incurred due to the Customer engaging any third party, E-Vision will invoice the Customer for those costs.

2.4.2 Where service faults are lodged on the Customer's landline telephony service and a technician is called out to the Customer's premises, E-Vision may charge a fee of up to \$220 where the technician deems that there is no fault in evidence, or if the fault is caused by customer premises equipment (CPE) or not within our, or our wholesaler's networks/responsibility.

2.4.3 The Customer may be charged fees of up to \$220 where an appointment for a technician created, but the Customer was not in attendance or if the technician is unable to gain access to the Premises.

2.4.4 The Customer must notify the E-Vision support Help Desk at the soonest possible convenience if the fault is no longer evident. Failure to notify E-Vision support Help Desk may result in charges (as per 2.4.3) if a previously arranged technician visits the Customer's premises and concludes that no fault is evident.

3.0 Equipment

3.1 REQUIRED EQUIPMENT

3.1.1 The Customer must ensure they have approved (A-Tick) and compatible equipment in good working order to connect to E-Vision's ADSL / ADSL2+ broadband service including, but not limited to the Modem / Router, line filters and cabling.

3.1.2 Any equipment that is not provided by Us, in relation to the supply of broadband services must comply with the applicable standards and specifications.

3.1.3 We may substitute the make or model of the router or modem to one of a similar quality and specification.

3.2 TECHNICAL SUPPORT

3.2.1 E-Vision provides technical support for only the makes and models of modems/routers supplied by Us. At Our discretion, technical assistance may be provided on a best efforts basis where Customer is using a modem/router not supplied by Us.

3.3 FILTERING OF NON-DSL COMMUNICATIONS EQUIPMENT

3.3.1 Every communications device (other than the approved modem/router) connected to the same telephone service as the ADSL/ADSL2+ broadband service will need to have a suitable filter installed to prevent interference between the device and the broadband service.

3.3.2 Where there are more than three (3) communications devices, or a Mode 3 phone socket (used by some alarm systems) connected to the same phone service, a central splitter must be installed.

3.3.3 Where a central splitter is required, the supply and installation of the hardware is at the Customer's expense and must be installed to approved standards and by an Austel approved technician.

4.0 Usage of the Broadband Service

4.1 CUSTOMERS RESPONSIBILITIES

4.1.1 The Customer is responsible for all charges associated with the usage of the broadband service, whether or not such usage was authorised by the Customer. Such usage includes unauthorised third party intrusions or virus related activity.

4.1.2 The Customer agrees that their E-Vision ADSL/ADSL2+ service may not be resold or on-sold and that this service is not available to Internet Service Providers, Internet Cafés and Web Hosting companies. Any contravention of this clause will result in services being charged at \$2,000 per month for ADSL, and \$5,000 per month for ADSL2+ connection's from the date of first supply for each connection.

4.1.3 The Customer warrants that they are the legal lessee of the telephone service that they have nominated to have their ADSL/ADSL2+ broadband service installed on.

4.1.4 The Customer acknowledges that E-Vision cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third part Carrier's network infrastructure.

4.1.5 Customer's use of the E-Vision broadband service is at their own risk. E-Vision takes no responsibility for any data downloaded and for the content stored on the Customer's computer.

4.1.6 The Customer agrees not to make any claim against E-Vision, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the broadband service and/or E-Vision's email and hosting services.

4.1.7 The Customer acknowledges that while E-Vision endeavours to make its broadband service available to the Customer 24 hours a day 7 days a week, ADSL/ADSL2+ services are not fault free, and that E-Vision cannot guarantee uninterrupted service, or the speed, performance or quality of the service. The Customer also acknowledges that there are many factors outside of E-Vision's control that affect the delivery of ADSL/ADSL2+ services such as: The performance of third party suppliers and equipment, forces Majeure and performance of the Customers own telephone service. E-Vision accepts no liability for interruptions to the Customer's ADSL/ADSL2+ service or for any resulting damage or loss suffered by the Customer or any third party.

4.2 USAGE CALCULATIONS AND MONITORING

4.2.1 For the purpose of accounting, 1MB (Megabyte) is equal to 1000KB (Kilobytes) and 1GB (Gigabyte) is equal to 1000MB.

ADSL and ADSL2+ TERMS AND CONDITIONS cont...

4.2.2 For broadband plans that have shaping applied, or excess usage is charged for exceeding download quotas, the Customer can review their recent download activity online, or by requesting a report from E-Vision customer service. E-Vision recommends that the Customer monitors their usage regularly.

5.0 Billing and Accounting

5.0.1 The Customer agrees to pay all subscription fees and usage charges applicable to the broadband plan that they have registered for.

5.0.2 Failure to pay subscription or usage charges will result in the suspension or termination of the Customer's broadband service. If the service is terminated due to non-payment, it will be treated as a cancellation of service by the Customer, who will be required to pay any relevant reconnection or cancellation fees.

5.0.3 E-Vision reserves the right to change any E-Vision charge or fee without notice. However E-Vision will not increase the subscription fee until the end of the Minimum Contract Term.

5.1 APPLICATION FOR SERVICE

5.1.1 The Customer agrees to pay all hardware, delivery and set-up charges and their first period's subscription fee once the Customer's nominated telephone service has passed initial service qualification tests. Charges will be as outlined in the broadband service application, and as advertised online at the time of application.

5.1.2 The Customer agrees to pay a second set-up charge where the Customer has provided E-Vision with incorrect details on the application form resulting in the service being installed on the wrong line.

5.1.3 E-Vision will commence the Customer's Initial Contract Period and subscription billing cycle on the day that E-Vision's ADSL/ADSL2+ is installed on the Customer's telephone line (or ULL as the case maybe).

5.2 THE MINIMUM CONTRACT TERM

5.2.1 All E-Vision broadband plans have a Minimum Contract Term. The Minimum Contract Term is the minimum period for which the Customer must remain on and is liable for payment of their E-Vision broadband service from the time it is activated. If the Customer cancels the service before the end of the Minimum Contract Term, they will be liable to pay out the remainder of this period, up to a maximum of \$300.

5.2.2 The Minimum Contract Term varies from plan to plan and will be as stated for the Customer's chosen broadband plan on the application form.

5.2.3 Once the Minimum Contract Term is over, the Customer's service will continue to renew automatically, and the Customer will continue to be charged for the service, until such time as the Customer cancels the service.

5.3 SUBSCRIPTION FEES

5.3.1 Subscription fees for E-Vision broadband plans are billed in advance. Five (5) days prior to the end of each subscription period the Customer's plan will automatically renew and the following period's subscription fee will be charged.

5.3.2 Subscription fees are charged monthly, quarterly, annually or another period as stated for the Customer's plan.

5.4 SHAPING

5.4.1 With some E-Vision broadband plans, the Customer's download speed is shaped (slowed) to a specified speed once the monthly download quota has been exceeded, until the start of the next billing period.

5.4.2 Where the broadband plan includes Peak and Off-Peak download quotas, shaping will be applied to each period where the download quota has been exceeded for the billing period.

5.5 USAGE CHARGES

5.5.1 Usage or Download charges will be charged in arrears at the end of that billing period.

5.6 ADDITIONAL CHARGES

5.6.1 The Customer acknowledges that all changes to their broadband plan or service may incur fees including but not limited to; Changes in bandwidth, speed, configuration, plan relocation of the service and termination of the service. The Customer agrees to pay these fees as they arise.

5.6.2 Any interruption or change to the Customer's telephone service will cause the ADSL/ADSL2+ service on that line to be disconnected, and the Customer will have to order, and pay a fee for reconnection of the service. Interruptions that cause disruptions include but not limited to; Cancellation or suspension of your telephone service, change of service address (relocation), change of telephone number, change of telephone service lessee details, installation of a product incompatible with ADSL/ADSL2+ on the telephone line.

5.7 CHANGE OF PLAN

5.7.1 Switching to another E-Vision ADSL/ADSL2+ plan does not reduce the Minimum Contract Term or terminate the original agreement or result in a reduction of charges payable by the Customer to E-Vision. The new plan subscription and/or usage charges will apply from the date of migration.

5.7.2 The Customer will be charged for any remaining portion of the Minimum Contract Term of their existing plan (up to a maximum of \$60) for changing to an ADSL/ADSL2+ plan with a lower subscription fee inside the Minimum Contract Term.

5.7.3 A new Minimum Contract Term, as specified for the new plan requested by the Customer will commence from the date of migration to the new plan.

5.8 CANCELATION OF AN ADSL/ADSL2+ SERVICE

5.8.1 The Customer may terminate their E-Vision ADSL/ADSL2+ broadband service by giving E-Vision at least 30 days written notice. The Service must be paid up to the end of the notice period.

5.8.2 If the Customer cancels their ADSL/ADSL2+ service before the end of the Minimum Contract Term, the Customer will be required to pay out the remaining portion of this term, up to a maximum of \$300.

5.8.3 The Customer authorises E-Vision to charge ALL termination fees, including but not limited to any remaining portion of the Minimum Contract Term to the Customer's credit card or direct debit account on receipt of the Customer's cancellation notice.

5.8.4 If E-Vision is providing a discount on a plan over a fixed period, for example where Bundling of phone and Internet services occurs - E-Vision will charge the customer for any discount allowed where the service is being cancelled within the Minimum Contract Term.

6.0 Additional Terms and Conditions

6.1 ADSL FAST TRANSFER (CHURN) AGREEMENT

6.1.1 The fast transfer process only applies to Customer's who are currently with a participating fast transfer provider who wishes to transfer their ADSL/ADSL2+ service to E-Vision. Some ADSL2+ services can not participate in this process (eg ULL based services).

6.1.2 E-Vision does not guarantee access to the churn process and will not be liable if the ADSL/ADSL2+ transfer application is rejected.

6.1.3 The Customer authorises E-Vision to act on their behalf to transfer the ADSL/ADSL2+ service.

6.1.4 The Customer will be responsible to their current ADSL/ADSL2+ provider for any charges billed or incurred up until the date the transfer takes effect.

6.1.5 The Customer understands that it is their responsibility to check the terms of their contract with their current ADSL/ADSL2+ provider to determine if there will be any consequences under that contract as a result of this transfer, such as an early termination payment.

6.2 FREE EMAIL ACCOUNTS

6.2.1 Virus filtering is performed on all email passing in our out of the E-Vision email servers and will not be disabled on individual accounts. Email messages that have been detected with a virus will automatically be rejected. Customers will not receive separate notifications of email messages that have been rejected in this way.

6.2.2 Customer's who regularly send virus emails, will be notified by E-Vision support staff. Failure to fix any problem that is causing the sending of virus infected emails will result in a temporary suspension of email services.

6.2.3 SPAM filtering is applied on a per account basis and the settings can be altered by the Customer directly to the appropriate level.

6.2.4 E-Vision does not guarantee faultless storage of emails and will not be liable for any damage or loss resulting from storage faults.

6.2.5 While E-Vision provides Virus filtering and SPAM filtering, we do not guarantee protection against SPAM or viruses and recommends that Customers make use of other available protections as widely available.

E-VISION STANDARD TERMS AND CONDITIONS

1.0 General Agreement

1.1 E-Vision Internet Pty Ltd (ABN 47 090 833 919) referred to in this agreement as "E-Vision Internet", "E-Vision", "we", "us", or "our") and the Customer (being an entity subscribing to E-Vision for the use of Internet and broadband services) agree that by accessing E-Vision Internet services, you accept, without limitation or qualification these services.

1.2 The Customer agrees to be bound by E-Vision's Standard Terms and Conditions - as displayed on E-Vision's website (www.e-vision.com.au).

1.3 The Customer understands that the Standard Terms and Conditions can change from time to time, and that the Customer should visit the E-Vision website regularly to be aware of any updates.

1.4 In addition to the Standard Terms and Conditions, all products and services are covered by specific agreements.

1.5 This Agreement is deemed to have been made in Melbourne, Victoria, Australia and it shall be governed according to the laws of Victoria. Each of the parties submits to the jurisdiction to the Courts of Victoria.

2.0 Provision of Service

2.1 The Customer agrees that the IP Address(es) remain the property of E-Vision and that the Customer is only renting the IP Address(es) during the period of their contract only. On termination of the Customer's contract, any IP Address(es) rented from E-Vision will be recovered by E-Vision.

2.2 IP Addresses are maintained and administered by E-Vision only, which includes but is not limited to DNS delegation and routing.

2.3 E-Vision reserves the right to provide access to the Internet via E-Vision Proxy Servers.

2.4 During peak periods, dialup modems may not be available.

2.5 E-Vision wishes to use any information provided by you to contact you regarding any upgrades and/or the provision of any new services relating to E-Vision products, via email, telephone, fax and/or any other forms of communication.

3.0 Billing and Accounting

3.1 All Administration, registration and set-up fees are non-refundable.

3.2 Downloads are calculated and where applicable charged monthly for all E-Vision data services

3.3 Customers Invoices are sent via email, and are not automatically sent hardcopies via post. Copies can be requested from accounts@e-vision.com.au, or from our customer service department on 1300 309 540.

3.4 E-Vision currently accepts the following credit cards; Visa, MasterCard

3.5 The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time E-Vision bills the account. Dishonour fees and any other charges, expenses, losses resulting from E-Vision attempting to debit the credit card or direct debit account will be borne solely by the Customer.

3.6 The Customer authorises E-Vision to charge any excess usage of their account at the rate applicable at the time the excess was used (except for Flat Rate plans). In addition to fees and charges you incur in the normal use of the service, E-Vision may charge you administration fees including cancellation fees, relocation fees, and payment dishonour fees.

3.7 Applications will not be processed without prior payment

3.8 Customers are required to inform E-Vision 30 days prior to the end of their contract period should they wish to cancel their service. If we do not receive notification from the Customer prior to the end of their contract period, the service will roll over for the next billing period in accordance with our Standard Terms and Conditions.

3.9 The Customer is required to inform E-Vision if their credit card is due to expire two weeks prior to the expiry date and is required to provide E-Vision with details of a current card. E-Vision will close an account 2 days prior to the expiration of the nominated card if updated credit card details are not provided.

3.10 E-Vision reserves the right to check Customers details with credit referencing bodies and associations.

3.11 E-Vision has the right to terminate the service immediately and recover all monies owing, from the first date of connection, including the cost of recovery, when payments are overdue.

3.12 E-Vision may withdraw any plans/packages at any time, such changes will take effect from the end of current contract period.

3.13 Where the due date is not a business day, E-Vision will draw from your nominated financial institution account on the business day before or after the due date in accordance with the terms and conditions of your E-Vision account.

3.14 The Customer must advise E-Vision if the nominated account is transferred, or closed, or the account details have changed.

3.15 A \$35 fee applies if the Customer's financial institution rejects the Direct Debit transaction

3.16 E-Vision reserves the right to cancel drawing arrangements if drawings are dishonoured by the Customer's financial institution.

3.17 All notices and changes shall be in writing and shall be hand delivered, or sent by post, or facsimile, or by email to the parties hereto at their respective addresses.

3.18 The Customer agrees that if the Customer provides incorrect information in an application that is actioned by Telstra or a third party supplier to E-Vision, they, the Customer will be liable for a resubmission payment to E-Vision.

3.19 E-Vision Internet pricing is subject to change without notice.

3.20 Telephone connection charges are the Customers responsibility and are in addition to E-Vision subscription and usage charges. E-Vision recommends contacting your phone provider to confirm if the access numbers provided for connecting to E-Vision dialup services will be charged as a local call.

4.0 Usage

4.1 The Customer must keep confidential any codes, passwords or other security information provided to them by E-vision and must notify E-Vision without delay if these details are disclosed.

4.2 The Customer agrees to pay for all usage charges generated through their username and password or E-Vision account.

4.3 The Customer agrees that an E-Vision Internet connection can only be used a one physical site, and/or with one Network system operation at this site. E-Vision does not offer the right to use the connection for multiple sites.

5.0 Liability

5.1 E-Vision shall not be liable for any damage to and/or viruses that may infect your computer equipment or other property on account of our access to, use of, or browsing of our web site and/or your downloading of any materials, data, text, images, video or audio from the E-Vision Internet web site.

5.2 E-Vision will use its best endeavours to filter incoming emails for viruses, but will not be liable for any loss or damage that might be incurred as a consequence of preventing emails from being delivered, or from permitting any emails to be delivered.

5.3 The Customer acknowledges that the service is not fault free and there may be interruptions and/or service difficulties from time to time. E-Vision is not liable for any downtime or for any problems that may arise due to the incompatibility of modems or equipment.

5.4 E-Vision is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss corruption or destruction of data or of any other type of indirect or consequential loss or damage whatsoever, as a result of using this service.

continued.....

6.0 Misuse of Service

6.1 E-Vision reserves the right to suspend or terminate, with or without notice, any Customer's service where in E-Vision's opinion that the Customer has been involved in activity, either directly or indirectly, where that activity is detrimental to E-Vision's Internet service or jeopardise the use of E-Vision's service or its performance for other Customers or how the wider community will perceive E-Vision. This includes, but not limited to; Spamming, causing the listing of E-Vision or any of its Customer's on any Real-time Black List (RBL), attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups, forums and other online facilities.

6.2 The Customer must not use the E-Vision service in any way or to post or to transmit via the E-Vision service any material that interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or that inhibits any other Customer from using or enjoying the E-Vision service. The Customer must not attempt or permit another person to do any of these acts.

6.3 E-Vision reserves the right to suspend without notice any Customer's account involved in offensive and/or illegal activities under State and/or Federal laws.

This includes the dissemination of banned pornographic material and other illegal content. E-Vision will notify relevant law enforcement agencies and the offending material(s) passed on.

6.4 The Customer agrees that it is a breach of this agreement to connect any equipment to the service that is not labelled with the ACA telecommunications compliance mark. The Customer will be liable for any damages or claims arising from this.

7.0 Fair Usage Policy

7.1 E-Vision commits to providing all Customers with as high quality service as possible. To assist us in meeting our commitment, we ask Customers to use our services fairly. If a Customer is identified to be making excessive use of our service and it is deemed to be a serious burden on our network, E-Vision will follow this process;

a) We will warn the Customer via email with a brief summary of the excessive use and request the Customer refrain from such excessive use. A time frame for rectification will be provided.

b) If the Customer does not rectify this matter by refraining from the excessive use in the time specified in the email, then E-Vision reserves the right to limit the Customer's connection speed.

c) If after these actions, the Customer has not altered their usage patterns to resolve the serious burden on our network, E-Vision reserves the right to suspend the Customer's services without further notification.

d) If the Customer has had 3 such warnings since the start of their contract with E-Vision, as to their excessive usage, E-Vision reserves the right to terminate the Customer's contract.