

IPSTAR HIGH SPEED INTERNET APPLICATION FORM CHECKLIST

ABN 85 107 338 901 ACN 107 338 901

Please complete this checklist to ensure that you have filled out and signed all relevant documents required for IPSTAR to process your service order.

The following documents are all we need from you to post to us.

For Existing IPSTAR customer

- IPSTAR High Speed Internet Application Form (Page 2) – Please sign and complete

For customer transfer OR new tenant that IPSTAR equipment already installed

- IPSTAR High Speed Internet Application Form (Page 2) – Please sign and complete
- IPSTAR Direct Debit Request Form (Page 3) – Please sign and complete
- Statement by Applicant for Credit (Page 4) – Please sign and complete
- Unsolicited Consumer Agreement Notice (Page 5) – Please sign and complete
- A release letter from your previous/existing provider. Please contact us if you need advice.

For new customer

- IPSTAR High Speed Internet Application Form (Page 2) – Please sign and complete
- IPSTAR Direct Debit Request Form (Page 3) – Please sign and complete
- Statement by Applicant for Credit (Page 4) – Please sign and complete
- Unsolicited Consumer Agreement Notice (Page 5) – Please sign and complete

Using the reply prepaid envelope enclosed with this letter (no stamp required) please post the above documents to:

IPSTAR Australia
Reply Paid 87844
Artarmon NSW 1570

For any question please contact IPSTAR 1300 477 827

OR

Email: support@ipstaraustralia.com

Reseller use only

IPSTAR HIGH SPEED INTERNET APPLICATION FORM

ABN 85 107 338 901 ACN 107 338 901

1. How did you hear about IPSTAR Satellite Service?

- I am IPSTAR existing customer IPSTAR Website Internet
 Friends Other (Please specify.....)

2. Promotion Code

 Unless agreed otherwise, one promotion for one applicant only.

3. Applicant Details

Title Mr. Mrs. Ms. Other

Date of Birth Driver License/Passport number

Email Address (to update your application/Installation status)

Premise Phone Fax. Mobile

Suburb State Postcode

4. Nominated email address for billing purpose

5. IPSTAR Email Address (this will be created for you and use when login to 'MyIPSTAR')

2 additional email addresses are available via MyIPSTAR after service is connected. We will use a close match email address if your preference was unavailable.

6. Applicant Type

Please choose following options to match your applicant type.

A. Customer transfer (from another service provider) OR a new tenant that equipments already installed.

<input type="text" value="Your previous provider (if known)"/>	<input type="text" value="Modem Serial Number"/>	<input type="text" value="Date or installation (if known)"/>
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Reason for moving to IPSTAR (we will use this information to improve our services.)

Note: Before transfer process takes place,

- IPSTAR requires a release letter from your previous/existing provider. Please contact us if you need advice.
- Customer is required to ensure that IPSTAR equipment is in working conditions. If it is at fault please contact your existing provider to repair.

B. New customer

Type of Customer House Small Business
 Indigenous Community Council: ICN

Organisation Name (If Small Business or Indigenous Community Council) GST Exempt?

Position No of Employees ABN or ACN

Site Contact Name

Installation address (if different from postal address)

State Suburb Postcode

Preferred Installation Date/Time

Type of Roof Tin Tiled Other.....

7. IPSTAR Satellite Service Plans

Plan	Peak Speed (Mbps)	Anytime data	Monthly fees (30 day contract)	Monthly fees (12 month contract) PLUS FREE WiFi
<input type="checkbox"/> Ultimate-0.5	4/2	500 MB	\$14.95	Not Available
<input type="checkbox"/> Ultimate-1	4/2	1 GB	\$17.95	Not Available
<input type="checkbox"/> Ultimate-1.5	4/2	1.5 GB	\$23.95	Not Available
<input type="checkbox"/> Ultimate-2	4/2	2 GB	\$28.95	Not Available
<input type="checkbox"/> Ultimate-3	4/2	3 GB	\$38.95	Not Available
<input type="checkbox"/> Ultimate-4	4/2	4 GB	\$49.95	\$599.40
<input type="checkbox"/> Ultimate-5	4/2	5 GB	\$60.95	\$731.40
<input type="checkbox"/> Ultimate-6	4/2	6 GB	\$70.95	\$851.40
<input type="checkbox"/> Ultimate-8	4/2	8 GB	\$92.95	\$1,115.40
<input type="checkbox"/> Ultimate-10	4/2	10 GB	\$114.95	\$1,379.40
<input type="checkbox"/> Ultimate-15	4/2	15 GB	\$167.95	\$2,015.40

Please choose contract length 30 days 12 months

Note:

- The minimum contract length for the Service is 30 days.
- There are no Peak/Off Peak restrictions on the plans stated in this application form.
- Data specified is based on both download and upload usage.
- Peak speed stated above might vary due to several factors such as location, weather and other technical limitations.
- There is no extra charge for Excess data. However, if you exceed your data allowance the peak speed will be shaped to 64/64kbps.
- IPSTAR offers a 12 month contract. This offer is subject to product availability. IPSTAR reserves the right to change, amend or cancel this offer at anytime without prior notice.
- Operating System requirements are Windows XP or Mac OS or higher. Your computer must also have an Ethernet port.

8. Only having a 30 day contract, but still want the Wireless Router?

If you wish to access the IPSTAR Satellite service with multiple computers you are required to have a Wireless router.

Please tick if you would like to purchase Wireless N Router for \$85 including Post and Handling.

9. Customer Agreement

By signing below you acknowledge that you have agreed to commit to the contract length chosen above and you have read and agreed to the IPSTAR Standard Form of Agreement located at www.ipstaraustralia.com/retail/policy.

Customer signature <input type="text"/>	Print name <input type="text"/>	Date <input type="text" value="DD/MM/YYYY"/>
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At your convenience, now IPSTAR customers can select preferred payment options. Your monthly payments will be automatically deducted from your nominated account/ Credit card. Please **tick ONE** of the following preferred payment options.

Given Name

Surname or Company Name

request and authorise **IPSTAR Australia Pty. Ltd [APCA ID 368185]** to arrange for any amount **IPSTAR Australia Pty Ltd** may debit or charge you to be debited through the bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement and any further instructions provided below.

Direct Debited By Credit Card

Financial Institution Name

Choose your Credit Card Type

Visa Master Card

Card Holder's Name

Expiry Date of Card

Card Holder's Number

Direct Debited By Bank Account

Financial Institution Name/Branch

Name of Account

BSB Number

Account Number

Direct Debit Request Service Agreement

Definitions

Account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by you to us is due in accordance with the Standard Form of Agreement.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the Direct Debit Request between us and you.

MyIPSTAR means the free Service that is provided with the Broadband Satellite Internet Service, more particularly described in Schedule 2 to our Standard Form of Agreement.

Standard Form of Agreement means the Standard Form of Agreement we have prepared for the purposes of section 479 of the *Telecommunications Act 1997 (Cth)*, a copy of which is available on our website at <http://www.ipstaraustralia.com/legal.html>

Us or we means **IPSTAR AUSTRALIA PTY LTD**, the Debit User you have authorised by signing a *direct debit request*.

You means the customer who signed the *direct debit request*.

Your financial institution is the financial institution where you hold the *account* that you have authorised us to arrange to debit.

1. Debiting your account

1.1 By signing a *direct debit request*, you have authorised us to arrange for funds to be debited from *your account*. You should refer to the *direct debit request* and this *agreement* and the *Standard Form of Agreement* for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request* if we have sent to you an invoice which specifies the amount payable by you to us. We will send the invoice to you via email or via the *MyIPSTAR Portal*, in accordance with the *Standard Form of Agreement*.

1.3 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your account* on the following *business day*.

If you are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

2. Changed by us

2.1 We may vary any details of this agreement or a direct debit request at any time.

2.2 In relation to variations that would cause detriment to you, the minimum period of notice to be given to you before the variations take effect is 60 days.

2.3 In relation to variations that would not cause detriment to you, the minimum period of notice to be give to you before the variations take effect is 30 days.

2.4 You will be informed of the variations via email and/or via the MyIPSTAR Portal.

2.5 If you do not approve the variations, you must arrange a different payment method with us within 7 days of our notice of variation. If you do not wish to arrange a different payment method with us, you may terminate this agreement and the Standard Form of Agreement within 42 days of the date of the notice of variation without incurring any charges, other than usage or network access charges to the date the Standard Form of Agreement ends and outstanding amounts for installation or for equipment compatible with our services.

3. Changed by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1800 IPSTAR (1800 477 827).

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 14 days before the next debit day. This notice should be given to us in the first instance.

3.3 You may also cancel your authority for us to debit your account at any time by giving us 14 days notice in writing before the next debit day. This notice should be given to us in the first instance. **You may also request a stop or cancellation through your financial institution.**

4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- a) you may be charged a fee and/or interest by your financial institution;
- b) you may also incur fees or charges imposed or incurred by us; and
- c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct

4.4 If IPSTAR AUSTRALIA PTY LTD is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay IPSTAR AUSTRALIA PTY LTD on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If you believe that there has been an error in debiting *your account*, you should notify us directly on **1300 IPSTAR (1300 477 827)** and confirm that notice in writing with us as soon as possible so that we can resolve *your* query more quickly.

5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.

5.3 If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing you with reasons and any evidence for this finding.

5.4 Any queries you may have about an error made in debiting *your account* should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to *your financial institution* which will obtain details from you of the disputed transaction and may lodge a claim on *your* behalf.

6. Accounts

You should check:

- a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- b) *your account* details which you have provided to us are correct by checking them against a recent *account* statement; and
- c) with *your financial institution* before completing the *direct debit request* if you have any queries about how to complete the *direct debit request*.

7. Confidentiality

7.1 Subject to our Standard Form of Agreement, we will keep *your account* details and other information in *your direct debit request* confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Confidentiality

8.1 You may notify us, and we may notify you, in accordance with the notice provisions of our Standard Form of Agreement.

By signing this Direct Debit Request Form you acknowledge that you have read and understood the terms and conditions governing the debit arrangements between You and IPSTAR Australia Pty Ltd as set out in this Request and in the below Direct Debit Request Service Agreement.

Your Signature (Signatures if joint account)

Print Name

Date

STATEMENT BY APPLICANT FOR CREDIT CHECK

Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

1. Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988) Notice of disclosure of your credit information to a credit-reporting agency. (Privacy Act 1988)

I understand that IPSTAR Australia Pty Ltd may give information about me to a credit reporting agency, for the following purposes:

- a) To obtain a consumer credit report about me, and/or
- b) To allow the credit reporting agency to create or maintain a credit information file containing information about me. The information is limited to:
 - a. Identity particulars - my name, sex, address, date of birth, and drivers licence number.
 - b. My application for credit or commercial credit - the fact that you have applied for credit and the amount.
 - c. The fact that IPSTAR Australia is a current credit provider to me (by providing me with an internet service which is payable in arrears).
 - d. Internet service fees payable to IPSTAR Australia which are overdue by more than 60 days, and for which debt collection action has started.
 - e. Advice that internet service fees payable to IPSTAR Australia are no longer overdue in respect of any default that has been listed.
 - f. Information that, in the opinion of IPSTAR Australia I have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with my credit obligations).
 - g. Dishonoured cheques - cheques drawn by me for \$100 or more which have been dishonoured more than once.
 - h. That credit provided to me by IPSTAR Australia has been paid or otherwise discharged.

This information may be given before, during or after the provision of credit to me.

2. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

IPSTAR Australia Pty Ltd. has informed me that it may give certain personal information about me to a credit-reporting agency.

3. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

I agree that IPSTAR may obtain information about me from a business such as Veda Advantage, which provides information about the commercial credit worthiness of persons for the purpose of assessing my application for an internet service from IPSTAR.

4. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)

I agree that IPSTAR may obtain a consumer credit report containing information about me from a credit-reporting agency for the purpose of assessing my application for commercial credit.

5. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)

I agree that IPSTAR may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- To assess an application by me for IPSTAR Satellite Service
- To notify other credit providers of a default by me
- To exchange information with other credit providers as to the status of my payment obligations to IPSTAR where I am in default with other credit providers
- To assess my credit worthiness.

I understand that the information exchanged can include anything about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

6. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988) – if you are applying to be a guarantor of another person's service

In addition, I agree that IPSTAR may also obtain from a credit-reporting agency such as Veda Advantage a consumer credit report containing information about me for the purpose of assessing whether to accept me as a guarantor for credit applied for by, or provided to, another applicant from IPSTAR. I agree that IPSTAR may obtain such a credit report from the date I sign this statement and continues until the credit covered by the applicant for the service ceases.

7. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor – if a guarantor has agreed to guarantee that you will pay the fees and charges for the IPSTAR Satellite Service

In addition, I agree that IPSTAR may give to a person who is currently a guarantor, or whom I indicate is considering becoming a guarantor, a credit report containing information about me for the purpose of the prospective guarantor deciding whether to act as guarantor, or to keep an existing guarantor informed about the guarantee they are providing for payment of the fees and charges associated with the IPSTAR Satellite Service that may be provided to you. I understand that the information disclosed can include anything about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

NAME (PLEASE PRINT) _____

SIGNATURE _____ DATE _____



IPSTAR Australia Pty Limited Standard Form of Agreement

Unsolicited Consumer Agreement Notice

Important Notice to the Consumer

You have a right to cancel the *IPSTAR Australia Pty Limited Standard Form of Agreement* (the "Agreement") within 10 business days from and including the day after you sign or received the Agreement.

Details about your additional rights to cancel the Agreement are set out in the information attached to the Agreement.

IPSTAR Australia Pty Limited [ABN 85 107338 901]'s business address is:

5 George Place
Artarmon New South Wales 2064
Email: support@ipstaraustralia.com
Fax: (02) 8006 5592

Please sign and date below to confirm that you have received this Notice and understand it and return it to IPSTAR Australia Pty Limited at the above address with a signed copy of the enclosed Application Form.

I agree that I have received this Notice and that I understand it.

.....
Signed

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Date