

Residential Application for Crunch Tel

Pty Ltd

Crunch Tel Pty Ltd

102/70-76 Alexander St. Crows Nest, NSW 2065

Call: 1300 87 30 67 Fax: 1300 87 30 68 Email:

customer@crunchtel.com.au Visit:

crunchtel.com.au



ACCOUNT DETAILS

Name: _____
Title First Name Last Name Middle Initial

Driver's Licence: _____ Date of Birth: ____/____/____

Address: _____

Suburb: _____ State: _____ PostCode:

Contact No.: _____ Email: _____ Mobile No.: _____

Postal Address: _____

Suburb: _____ State: _____ PostCode:

INVOICE OPTIONS

Receive your Crunch invoice via: Post Bill Email Bill Email: _____

PAYMENT DETAILS

Financial Institution Name: _____

Account Name: _____

BSB Number: _____ Account Number: _____

or

Credit Card Type (please tick): VISA Master Card AMEX Diners

Credit Card Number:

Cardholder's Name: _____ (as shown on credit card)

Expiry date: ____/____ CVV: (last 3 digits as shown at the back of credit card)

SERVICE DETAILS

03 9546 4567	Phone/ ISDN	Fax YES/NO	ADSL/ Internet YES/NO	Crunch Plan

CURRENT INTERNET PROVIDER DETAILS

Current Provider: _____ PSTN Account Owner Name: (if known) _____

Modem Required: YES NO

Please CHECK ALL NUMBERS CAREFULLY, as any billing for
INCORRECT numbers will be charged and payable on your account
PLEASE ENSURE YOU SIGN THE BACK OR NEXT PAGE OF THIS FORM & RETURN VIA:

CONDITIONS

Please read the following conditions before signing the declaration below: I am authorised to sign this form and declare that every piece of information given on this form is true and correct. I understand that all references to "CRUNCH" on this form are to Crunch Tel Pty Ltd I understand and accept complete responsibility and financial liability for all telecommunications charges billed by Crunch, and accept that credit checks may be undertaken. I agree that the first bill will also have any charges from the day I signed up as a pro-rated charge. Therefore whilst my first bill may look higher - it is accurate and the charges are from the day my service was moved across to Crunch. I understand that the penalty for early cancellation requires a once-off payment of \$220 Inc GST as the Cancellation Fee per Service Plan unless stated otherwise and must be made within 14 days from Date of cancellation. If transferring my mobile service number to Crunch, I understand this may result in any higher level services or features (e.g. Voicemail) being deactivated or terminated. I understand that if I have an existing contract with my current service provider, there may be costs and obligations associated with my existing number(s) and the transfer of my services. This may result in having to pay an early termination amount. I understand that by signing this application or any other form of agreement with Crunch, I consent to be contacted for marketing services related to Telecommunications products and services. Crunch Tel Pty Ltd ABN 79 614 059 559

IMPORTANT

For all the terms and conditions of your direct debit arrangement with us, please read the Direct Debit Request Service Agreement, which state: 1. You will have up to 14 days to pay your bill. 2. Your bill will clearly tell you the amount you owe us and when this needs to be paid. 3. We don't expect you to pay charges that are in dispute until they're resolved. 4. We won't change the frequency of your direct payments without your permission. You agree: 1. To make sure there are sufficient funds in your account to meet your direct debit payments. 2. If any of the details about your nominated bank account or credit card changes you'll let us know so that your direct debit can be updated. 3. If a direct debit payment is rejected by your bank or financial institution, a dishonour fee will be charged. Your bank may also charge you a fee.

DECLARATION

I (the Customer) apply to Crunch Tel for the supply of Telephone Services for the service numbers listed above and/or for the supply of Mobile services for the service numbers listed in the above and for the supply of internet services as specified in the above and for the supply of any equipment related to the provision of any of these services as specified in this Application. I acknowledge that: Telephone Services and or Mobile Services and or Internet Services are provisioned subject to the Standard Customer Agreement and or Summary Customer Agreement which is a standard form of agreement for the purpose of Part 23 of the Telecommunications Act 1997 (Cth) as filed with the Australian Communications Authority from time to time. By signing this Application I agree that I have been given the opportunity to read, or I have read, and agreed to abide by the terms and conditions set out in the Standard Customer Agreement and or Summary Standard Customer Agreement; This Application is deemed accepted by Crunch Tel at the time my Telephone Services or Internet Services are activated or for Mobile Services at the earlier of the time my mobile Services are activated or my SIM card is delivered; For Telephone Services, if I agree to a minimum term contract of this agreement, then early termination charges will apply if I terminate during that minimum term. Unless otherwise stated in above, for all PSTN and ADSL Services the early termination charge is \$220 per service INC GST. The Internet is classified as a services. By executing this application the signatory warrants that the signatory is duly authorized to execute this application on behalf of the above services.

MODEMS

Modems: DSL broadband requires a modem which can be purchased as part of your connection and is yours to keep. If you have an existing modem you are responsible for re-configuring the modem to enable your DSL service to operate. We cannot guarantee that your existing modem will be compatible with our DSL service. Data usage: *Both upload and download data is measured but only download data is chargeable (where applicable) or counts towards your Acceptable Usage Policy (AUP) limit. Acceptable Usage Policy: Fair use policy applies. All services are shaped if not used for the intended purposes as per normal acceptable download limits. Crunch Tel reserves the right to take any action required to prevent use of this service for illegal purposes including piracy & copyright infringement. Supply of Broadband Service and Charges: Once Crunch Tel has received acknowledgement of your line being DSL compatible, you will be charged the full set-up fee if applicable. If we cannot supply the service, you will not be charged. Upon confirmation of your line being DSL enabled, your service will be activated and monthly billing will commence. Future changes in speed, to your telephone line or to your address may incur additional charges.

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. Debit payment means a particular transaction where a debit is made. Direct debit request means the Direct Debit Request between us and you funds means any amount held on behalf of you by your financial institution from which Crunch Tel may debit amounts. Payment service means the provision of payment options facility through Crunch Tel via its internet sites, by telephone or mail or its agents. 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. Debiting your account. 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 contact Crunch Tel. 3. Changes by you 3.1 If you wish to change the arrangements under a direct debit request you must notify us in writing at least seven (7) days before the change is to be effective. If you wish to stop or defer a debit payment you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in the first instance. Your obligations 4.1 It is your responsibility to ensure that: (a) to ensure the DDR is signed in terms of account signing authority (ie: joint accounts); (b) to ensure Crunch Tel is advised if your account is transferred or closed; (c) to arrange a suitable alternative payment arrangement if the DDR is cancelled; (d) there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request. 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. You should check your account statement to verify that the amounts debited from your account are correct. Cancellation, you may cancel your authority for us to debit your account at any time by giving us seven (7) days notice in writing using the Direct Debit Cancellation Request Form before the next debit day. The form at available at <http://www.crunchtel.com.au>. This notice should be given to us in the first instance. Confidentiality, we will keep any information (including your account details) 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. 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). We will collect, use and not disclose any personal information in accordance with Crunch Tel privacy policy which is available upon request. Any notice will be deemed to have been received two business days after it is posted. Indemnity By signing the direct debit request you hereby indemnify Crunch Tel and acknowledge that Crunch Tel will not be liable for any loss or damage, whether direct, indirect or consequential (including legal fees and other costs incurred) arising out of: (a) loss of funds, delay and/or unavailability of payment services by Crunch Tel; (b) the inaccuracy, inadequacy or incompleteness of the information contained on the Crunch Tel internet site or any of its printed material; (c) a breach of this agreement by you including any act, neglect or default by you. Contact Information You can contact Crunch Tel Pty Ltd through the following channels:

Mail: Crunch Tel Pty Ltd, 102/70-76 Alexander St. Crows Nest, NSW 2065 Email: payments@crunchtel.com.au Fax: 1300 87 30 68 Telephone: 1300 87 30 67

DECLARATION AND AGREEMENT

I declare I have read and understood the above conditions and I authorise the services listed on this form to be provisioned with Crunch. I/We request that moneys due in terms of the payment arrangements covered by this document be drawn by Crunch Tel Pty Ltd under the Direct Debiting System from my/our account detailed below. By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Crunch Tel Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Authorised Signature: _____

Name of Person Authorising: _____

Date of Birth: ____/____/____

Date: ____/____/____