



Dial-Up Application Form

Client Details

First Name: _____ Surname: _____

Business Name: _____ ABN: _____

Address: _____ Suburb: _____ Post Code: _____

Home: _____ Work: _____ Mobile: _____

Account Details (Username)

1st Preference: _____ 2nd Preference: _____

Password: _____ **Note:** Password requires (1 Upper Case, 1 Lower Case & a Digit)

Plans - Dial access

(Tick your Selection)

- Dialup Lite (70MB Data Included / Unlimited Time*) - Credit Card Payments Only
- 1 Month (\$14.95[^]) 3 Months (\$42.95[^]) 6 Months (\$87.95[^]) 12 Month (\$155.00[^])
- Dialup Premium (Unlimited Data Included / Unlimited Time)
- 1 Month (\$26.95[^]) 3 Months (\$79.95[~]) 6 Months (\$159.95[~]) 12 Month (\$299.00[~])

Note:
* Dialup Lite plan limited to 70MB of Data per Month, Excess data charged at \$0.19 per MB (Capped at \$15/Month)
[^] Credit Card Payment • [~] Cash payment of (3/6/12 Months) in advance.

Plan Upgrades - Add the following for \$5.00/Month each

(Tick your Selection)

- Anti-Virus Anti-Spam 5 Extra Email Address Extra Web Space (30MB) Include All Upgrades - \$10/Month

Payment Method

Monthly Quaterly Annually

Credit Card **Card Type:** Visa Mastercard Bankcard

Name on Card: _____ Signature: _____

Card Number:

Expiry Date: /

Note:
This is a binding contract subject to qualification for Lasar Credit. • I hereby certify that I am authorised to sign this contract and instruct Lasar to provision the service. • I understand that this is a binding contract and that I am liable for the cost of the first month's service. • I understand that payment is to be made in advance by autopayment. • Additional data is charged in accordance with the specified rate displayed on this form.

Confirmation

- I agree to
- Accept any responsibility for connection charges that will result from connecting to this internet service.
 - Accept that this account will not be used for any illegal or harassment purposes.
 - Read the Terms & Conditions attached to this document

Name: _____ Signature: _____ Date: _____

Terms & Conditions

DIALUP

1. Information regarding this agreement.

The supply of Services under this agreement are provided by The Trustee for Radiant Investments (ABN: 82 092 513 463) Trading As Lasar. (ACN:092 513 463) (in this agreement referred to as "our", "we", "us" or "Lasar") By using the Lasar network you have indicated your acceptance of all the terms and conditions referred to in the Agreement.

2. Definitions & Interpretation

"Agreement" means this agreement for the provision of services by us to you and includes the completed Schedule whether executed contemporaneously or not.
"Charges" means the charges payable by you to us pursuant to this agreement including but not limited to, access, usage, Default Fees, interest and consulting fees.
"Default Fees" means all charges, cost and expenses we may incur in relation to a breach by you of your obligations to us
"Schedule" means the duly completed Residential Dialup
"Service" means the supply of Dialup access as described in this Agreement.
"GST" has the same meaning as described in "A New Tax System (Goods and Services Tax) Act 1999 and any related legislation.
"Service Commencement Date" means the date that your service is activated by us as advised by us.
"Application Date" means the date your application is received by Lasar either by signup, fax or standard mail.

3. Term of this agreement

This Agreement commences on the Application Date and will continue until Services are terminated by either party. If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement.

4. Term of Supply of Service - The Service requires you provide 30 days written notice requesting termination as provided. A termination notice must be received at least 30 days before the end of the Supply Period. Termination cannot be effected prior to the expiration of a Supply Period.

5. Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given :- For ordinary mail, three days after dispatch by express post. For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

6. Our Obligations to you

In Accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide you with a Service to you and to provide the necessary information to access that Service. Lasar will use its best endeavours to ensure a continuous Service, however this is not guaranteed. We will take care of any personal information you provide us, in accordance with the Privacy Act 2001. While we will use our best endeavours to ensure the data you transfer will be received by the intended destination (including electronic mail) we cannot guarantee that it will reach the intended destination. We will obtain and hold any necessary licenses required under law. We will not be responsible for training you in the use of this Service.

7. Your obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes thereto. You are responsible for all Telecommunications charges required for connecting to the Service. You are responsible for providing and maintaining all necessary equipment for the connection to the Service, including but not limited to a Telstra telephone line, modem, and computer equipment. You will be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies including interest at the rate prescribed by the Supreme Court Act plus 4% calculated daily and compounded monthly. You will indemnify us in respect of all costs, damages, loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you. Should you terminate the Service prior to the expiration of a Supply Period you will immediately pay to us the Charges that would have been payable for the relevant Supply Period had the termination not occurred. You agree that should you terminate your Service during a Supply Period that you will be liable for all Charges that would have been incurred until the end of the Supply Period. You agree that we may use a Third Party Supplier for the provision of this Service. You agree that you will not contact any of our Third Party Suppliers for any reason. You agree that if you do contact one of our Third Party Suppliers that you will be liable for all costs imposed on us by our Third Party Supplier. You acknowledge that our payment terms are 7 days, should your credit card not be able to be debited for any reason, you will be considered in default.

8. Service Description

Any transmission speeds referred to by us refer to the maximum theoretical speed achievable with the Service under ideal conditions, and you acknowledge that actual speeds may be different than the theoretical speeds. Speeds may vary for reasons which include but are not limited to: Third Party Supplier network congestion, Third Party Supplier line interference, Internet Congestion, and errors in the configuration of your equipment. The Service is provided on an "as is" basis and we cannot guarantee the provision of the Service to you where the service is reliant on a Third Party Supplier. You agree that only equipment certified by us, as listed and updated on our web site from time to time will be used with the Service. No service level guarantee is provided for this Service. We will use our best endeavours to provide timely restoration of service, however no guarantee is provided. The Service is only available on a Telstra copper local loop service. Additional Telstra service features may interfere with the supply of Service. These include but are not limited to: Customer Loop Metering, In Contact, Line Hunt, OnRamp, Payphone, Siteline. Data travelling both to and from the Service will be metered as part of the included usage and excess usage charges. Supply of this Service is limited to customers with a valid Credit Card / Direct Debit only.

9. No Liability

Due to limitations provided on us by our Third Party Suppliers, the service is not guaranteed to work and there is no time frame for the restoration of a service should it fail.

10. Interference with the Service

You agree that you will: * Not interfere with normal operation of the service or any facility, or make either unsafe.

11. Acceptable Use Policy

You agree not to use your access for illegal purposes and to conduct yourself in a responsible and considerate manner, and acknowledge that cracking, hacking, crashing, spamming, transmission or storage of copyright infringing or any data which would contravene Australian laws relating to the production and distribution of pornographic material or distribution of virus is forbidden, as is unauthorized access to system areas and information on the Lasar network or any systems connected to the Lasar network. You agree to accept total responsibility for the content of files owned by you and stored on the Lasar network, and also accept total responsibility for any data transferred or caused to be transferred across the Lasar network. You agree that you will not send unsolicited bulk commercial e-mail via any method. You acknowledge that we do not edit or control the content and form of any information or data accessed through the Service. You are responsible for maintaining the secrecy and confidentiality of all access information required by you to access to the Service, and you agree not to disclose this to any other person. You must notify us immediately if your user name and/or password are lost or you think that someone may be using them. You will be responsible and liable for any unauthorized use of the Service.

You acknowledge that by default TCP/IP port number 25 (SMTP) may be blocked for incoming traffic. You also agree that Lasar may block additional ports should we require so for network security or network efficiency.

12. Technical Support

Our Service includes free technical support for the installation and commissioning of Service. This support is only provided by Telephone and we are not able to provide free on site visits. Site visits can be arranged by calling our Support Desk and charges will apply.

13. Lasar IP Address Space

You agree that the IP addresses assigned under this agreement will remain the property of Lasar and that these may change from time to time.

14. Governing Law

The agreement will be governed by and construed in accordance with the law of the state of Western Australia.

15. Assignment

Lasar may assign any or all of the rights and obligations on its part contained herein. You may not assign any of your rights or obligations hereto.

16. Information

You authorise Lasar to make enquires as to your credit rating at any time and to report any delinquencies and any other information concerning you.

17. Amendment

Lasar may amend this agreement from time to time, providing 10 days written notice to you. The amendment will take effect unless you notify us in writing of your objection. Any renewal in accordance with clause 4 subsequent to any amendment notice given by us, will, despite any objection by you will be on the amended terms. This Agreement can only be varied as provided in this clause or by agreement of both parties.