



## Application for Bluemaxx Commercial Satellite Broadband

Dear Customer,

Thank you for your application for Commercial Satellite Broadband services through Bluemaxx.

How is Commercial Satellite different from Retail?

Bluemaxx Commercial Satellite is a premium business grade satellite service with low contention ratios giving you a stable, reliable, internet solution for your business. Bluemaxx Commercial Satellite offers ultra fast connection speeds up to synchronous 2mbps in both data directions and no download limits.

### Why choose Bluemaxx Commercial Satellite?

- ✓ Low Contention Ratio's
- ✓ Increased Stability
- ✓ No Dial-Up Internet Call Costs
- ✓ Speeds up to 100x Faster than Dial-Up
- ✓ Unlimited Data – No Speed Shaping
- ✓ No excess fees or charges
- ✓ Free Technical Support

Please do not hesitate to contact a member of the Bluemaxx team with any queries and we look forward to receiving your completed documents soon.

Yours sincerely,

The Bluemaxx Team



## Application for Bluemaxx Commercial Satellite Broadband




Application Details			
Business Name:		ABN/VAT:	
Primary Contact	Surname:	Given Name:	
Secondary Contact	Surname:	Given Name:	
Primary Contact Ph:		Secondary Contact Ph:	
Mobile:	Mobile:	Fax:	
Service Address:			
Town:	State:	Post Code:	Country:
Postal Address:			
Town:	State:	Post Code:	Country:
Existing Email:			

User Account Information	
Username: _____	Password: _____

### Bluemaxx Commercial Satellite Broadband Plans

Speed	Contention Ratio			
	20:1	10:1	5:1	1:1
512/128kbps	N/A	\$376.38	\$752.78	\$3,765.21
1024/256kbps	\$376.38	\$752.78	\$1,505.55	\$7,529.10
1024/512kbps	\$468.78	\$937.58	\$1,876.47	\$9,353.34
2048/512kbps	\$752.78	\$1,505.55	\$3,012.42	\$15,059.50
1024/1024kbps	\$653.58	\$1,308.50	\$2,615.67	\$13,078.38
2048/2048kbps	\$1,308.50	\$2,615.67	\$5,231.34	\$26,156.74

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Bluemaxx Commercial Satellite Hardware and Options							
IP Addresses/Routing							
1 Dynamic IP		1 Static IP		30-bit Mask (2 IP's)		29-bit Mask (6 IP's)	
Contract Term							
30 Days		6 Months		12 Months		18 Months	24 Months
On Site Install Quotation							
On Site install quote \$199.00 + Travel				Yes		No	
Hardware							
 <p>Professional Series Modem</p>				 <p>Enterprise Series Modem</p>			
<p><b>Spot Beam</b> 1.2m Satellite Dish 2 Watt BUC + LNB Professional Series Modem \$2616.00 + Installation</p>				<p><b>Spot Beam</b> 1.2m Satellite Dish 2 Watt BUC + LNB Enterprise Series Modem \$3787.58 + Installation</p>			
<p><b>Shaped Beam</b> 1.8m Satellite Dish 2 Watt BUC + LNB Professional Series Modem \$3369.00 + Installation</p>				<p><b>Shaped Beam</b> 1.8m Satellite Dish 2 Watt BUC + LNB Enterprise Series Modem \$4325.00 + Installation</p>			
Declaration							
<p>I _____ (full name) declare that I am a duly authorised representative of the named above and declare that the above information given is true and correct. I acknowledge that I have read and accepted the terms and conditions of service outlined on the Bluemaxx website (<a href="http://www.bluemaxx.net.au">www.bluemaxx.net.au</a>) and that I have been given a copy of these terms and conditions. I accept the charges associated with this service, and am aware that if the contract is terminated before its contract anniversary additional cancellation charges will apply.</p>							
Signature:				Date:			



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Payment Method											
Credit Card											
PAYMENTS ARE DEBITED FROM YOUR NOMINATED ACCOUNT ON THE ANNIVERSARY OF YOUR SUCCESSFUL INSTALLATION DATE.											
Surcharges: Credit Card 2.5% – per transaction   Direct Debit \$1.10 – per transaction											
VISA	Please Tick Card Type	MASTERCARD	Please Tick Card Type								
CARD HOLDERS NAME:											
CARD NUMBER:											
Card Expiry Date Month / Year						Card Verification (last 3 or 4 digits on back of card)					
Signature:						Date:					
Direct Debit											

Customer Ref: _____	Client ID: <b>BLM GEN 15845</b>
Surname: _____ <small>Or Company / Business Name</small>	Given Name: _____
Ph: ( ) _____	Mob: _____
Address: _____	Suburb: _____ Pcode: _____

**Direct Debit from Bank Account, Building Society or Credit Union** Direct Debit is not available on the full range of accounts – if in doubt please refer to your financial institution

<b>What is the name of your bank, and where was the account opened?</b>	
Financial Institution: _____	Branch: _____
<b>What is the 6 digit BSB and Account No of your nominated Bank Account.</b>	
BSB Number: _____	Account Number: _____ <small>9 Digits MAX</small>
<b>How does the name appear on your statement?</b>	
Account Holder Name(s): _____	
I / We authorise Ezi Debit Australia Pty Ltd User ID 165969 to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Details stated above and as per the Service Agreement provided.	

<b>This Authorisation is to remain in force in accordance with the Terms and Conditions on this page, the provided Service Agreement, and I/we have read and understand the same.</b>	
Signature(s) of Nominated Account	Date
	/ /



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# BLUEMAXX Customer Agreement

This Agreement is available in electronic format and in a larger typeface at [www.bluemaxx.net.au](http://www.bluemaxx.net.au)

© Bluemaxx Communications Pty Ltd Ver 1.4 December 2007

### Please read this Agreement carefully

Services supplied under this agreement are provided by **BLUEMAXX Communications Pty Ltd** (ABN: 42 114 528 273), PO Box 2777 QLD 4350 (in this agreement referred to as "our", "we", "us" or "BLUEMAXX") and in part by our Third Party Suppliers. By applying for Broadband ADSL access and by using the BLUEMAXX network you have indicated your acceptance of all the terms and conditions referred to in this Agreement.

### Definitions

"Agreement" means this agreement for the provision of services by us to you as indicated on the Schedule.

"Application Date" means the date your application is received by BLUEMAXX either by online signup, fax or standard mail.

"Charges" means the charges payable by you to us pursuant to this agreement including but not limited to, installation, 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.

"GST" has the same meaning as described in "A New Tax System (Goods and Services Tax) Act 1999 and any related legislation.

"Broadband Connect" is an Australian Government initiative.

"Qualified Site" means a site that has been determined by BLUEMAXX as being capable of accessing the Broadband Network.

"Schedule" means the duly completed Broadband Application Form.

"Service" means the supply of Broadband access as described in this Agreement.

"Service Commencement Date" means the date that your service is activated by us as advised by us.

"Third Party Supplier" means a third party supplier used for the provision of services provided under this agreement.

Headings are provided as a convenience only and do not form part of this agreement.

### Term of this Agreement

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

### Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given:-

- For ordinary post, two business days after dispatch by ordinary post.
- For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

### Our Obligations to You

In Accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide a Service to you and to provide the necessary information to access that Service.

BLUEMAXX 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 our obligations under the Privacy Act 2001 (Cth).

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 Australian law.

We will not be responsible for training you in the use of this Service.

You may move up or down between our plans at any stage subject to the additional fees and charges subject to this agreement.

### Your Obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes to this information.

You are responsible for providing all necessary equipment for the connection to the Service, including computer equipment, network card, network hubs / switches and electricity. BLUEMAXX will supply certain network devices at an additional cost.

You are responsible for maintaining all equipment supplied to you by BLUEMAXX.

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 2% calculated daily and compounded monthly.

You will indemnify us and any Third Party Suppliers 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.

You agree that we may use Third Party Suppliers for the provision of this Service.

You agree that you will not contact any of our Third Party Suppliers for any reason.

You acknowledge 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 must pay for the Service, and acknowledge that our payment terms are 7 days. Should your credit card or direct debit account not be able to be debited for any reason, you will be considered in default and we reserve the right to collect all outstanding fees and charges including those charges incurred as a result of your default in payment.

You agree that on the termination of this Agreement, you allow BLUEMAXX or their nominated representative recover any equipment that has been supplied under any contract terms or for any equipment that remains in arrears.

### 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
- Contention ratios
- Errors in the configuration of your equipment and
- Poor, Deteriorated or weather effected Copper Lines

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.

### Payment Methods

Payment for this service is to be made via either Direct Debit from the Nominated Bank Account which incurs a \$1.10 Surcharge per transaction or by Nominated Credit Card (Visa or Master Card Only) which incurs a 2.5% Surcharge per transaction.

### Service Availability

Minimum service level guarantees apply to this service. This service has an uptime guarantee of 99% excluding scheduled downtimes, which may be performed between midnight and 6am. We agree to provide a maximum connection timeframe of seven days from date of acceptance of your application for the Broadband Connect service.



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In the event of a service outage or fault for which we are responsible, we agree to a maximum restoration timeframe of 48 hours, except where you request or agree to a longer timeframe.

The average download and upload speeds must be at least 60% of the peak speeds for at least 75% of the time available on your selected service.

You will have access to speed testing tools to check the speed of your link and your data usage information will be available via the BLUEMAXX Web site.

The Service can only be provided to Qualified Sites. BLUEMAXX accepts no liability or responsibility whatsoever for providing Services to sites that are not a Qualified Site.

### **Interference with the Service**

You agree that you will not interfere with normal operation of the Service or any facility, or make either unsafe.

### **Interference with the Equipment**

You agree that neither you nor any other person except BLUEMAXX or its nominated supplier or representative will; or attempt to carry out any modifications, maintenance or repair of any supplied equipment without BLUEMAXX's prior approval. Any item damaged by you whether purposefully, maliciously, accidentally or due to ill-will, mistreatment, undue care or otherwise will be repaired or replaced at your expense. BLUEMAXX reserves the right to inspect the equipment if purchased, leased or contracted by us to determine the fitness of the equipment to continue to provide the Service under the Agreement and BLUEMAXX may at its sole discretion decide to terminate the Agreement if you refuse to pay for the repair or replacement of damaged equipment if the equipment has been purchased under contract.

**Limit of Liability** Except for obligations contained in this Agreement and to the extent not prohibited by applicable law:

- each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort, shall be limited to the amount you would be liable to pay to us for 1 months access to the Service unless under a pre nominated contract period where the remainder of term is payable.
- neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage; and
- liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purposes

### **Ownership of Equipment**

All equipment purchased outright from BLUEMAXX will remain the property of the customer except when purchased up a contract term. If the equipment is purchased under any contract term the contract must be paid out in Full before ownership of the equipment is transferred.

### **Termination**

You may cancel this Agreement in part or total by giving at least thirty (30) days notice in writing to BLUEMAXX specifying the cancellation date. If in contract the remainder of term must be paid in full before the contract will be terminated. The Contract will remain in force until the cancellation date and a pro rata period fee applicable to the cancellation date will be due and payable.

BLUEMAXX may cancel this Agreement in part or total by giving at least thirty (30) days notice in writing to you specifying a termination date provided that notice of cancellation does not take effect prior to a period of 1 month's from the Service Commencement Date. Provided that all payments due up to the termination date have been paid, BLUEMAXX will carry out its obligations under this Agreement to such date.

BLUEMAXX may cancel this Agreement on notice to you if:

- You become bankrupt, insolvent or go into liquidation or make any arrangement for the benefit of its creditors or become subject to official management.
- You breach the warranty contained in the Interference hereof.
- You breach any of your obligations under this Agreement and fail to remedy the same within thirty (30) days after receipt of written notice from BLUEMAXX requesting you to do so; You may cancel this Agreement on notice if BLUEMAXX:
  - Goes into liquidation or makes any arrangement to benefit its creditors or has a receiver or official manager appointed.
  - Breaches any of its obligations under this Agreement and fails to remedy the same within thirty (30) days after receipt of written notice from you requesting us to do so.

Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

On the termination of this Agreement, You agree to allow BLUEMAXX to recover equipment used in the supply of BLUEMAXXs' services that have been obtained under any contract period.

### **IP Address Space**

You agree that any IP address allocated to you in connection with the Service remain the property of BLUEMAXX and/or our Third Party Suppliers and such IP addresses may change from time to time.

### **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

### **Assignment**

BLUEMAXX 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 without the express prior written consent of BLUEMAXX.

### **Information**

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

### **Amendment**

BLUEMAXX may amend this Agreement from time to time. We will provide 14 days written notice to you of any approved change to this agreement. The amendment will take effect unless you notify us in writing of your objection and cancellation. This Agreement can only be varied as provided in this clause or by agreement of both parties.

### **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 viruses is forbidden, as is unauthorised access to system areas and information on the BLUEMAXX network or any systems connected to the BLUEMAXX network.

You agree to accept total responsibility for the content of files owned by you and stored on the BLUEMAXX network, and also accept total responsibility for any data transferred or caused to be transferred across the BLUEMAXX 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 username 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 we may introduce a Fair Use Policy in respect of this Service. We may only introduce a Fair Use Policy by providing 30 days notice to you.

### **Technical Support**

Our Service includes free technical support for the installation and commissioning of the Service. This support is only provided by email, telephone and via our website.

You are able to log a fault 24 hours a day, 7 hours a week free of charge via our Help Desk or phone paging system by calling our help desk on 1300 79 1990. Faults may also be logged via fax to (07) 4638 7966 or email to support@bluemaxx.net.au. On Site visits are not available.