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**aDSL service Churn Authorisation Form**

Formatted: Bullets and Numbering

**What happens when you sign this form?**

By completing and signing this form, you are agreeing to transfer your aDSL service from your current aDSL service provider to Tech Info Pty Ltd for a minimum term of 6 months.

**1. Your Details**

Company name (if applicable)

**2. Contact person's details:-**

Title First Name Surname

**3. Address your current aDSL service is supplied to:**

Unit Number Street Number Street Name

Suburb State Postcode

Phone: Fax: E-mail address:

**4. Billing Address (if different to the above address)**

**5. Phone number the aDSL service you want transferred is connected to:**

(Please list all service numbers which have aDSL at this address that you want transferred)

Area Code Area Code

**6. Speed and type of TechInfo aDSL service plan required:** (Please tick box next to service required)

256k / 64k, 2Gb / month download ** (\$29.50 inc GST per month)	<input type="checkbox"/>
256k / 64k, 20Gb / month download ** (\$50.00 inc GST per month)	<input type="checkbox"/>
512k / 128k, 5Gb / month download ** (\$50.00 inc GST per month)	<input type="checkbox"/>
512k / 128k, 30Gb / month download ** (\$65.00 inc GST per month)	<input type="checkbox"/>
512k / 512k, 15Gb / month download ** (\$90.00 inc GST per month)	<input type="checkbox"/>
512k / 512k, 25Gb / month download ** (\$100.00 inc GST per month)	<input type="checkbox"/>
1.5M / 256k, 50Gb / month download ** (\$95.00 inc GST per month)	<input type="checkbox"/>
8.0M / 384k, 60Gb / month download ** (\$125.00 inc GST per month) **!	<input type="checkbox"/>

\*\* note: service download speed slows to 64k / 64k if download volume exceeded until start of next calendar month

\*\*\* - this service speed depends on distance from local exchange – most customers achieve speeds around 4.0M / 384k

**7. Please specify the date when changeover is best effected**

(must be at least 5 working days in advance of today. Changeover usually occurs in 8:00am->12:00noon timeslot)

**8. Name of your current aDSL service supplier** (optional)

It is out of contract with this ISP or Contract Expires on:

**9. What is the speed of your current aDSL service?:** (Please tick box)

256k / 64k	<input type="checkbox"/>	512k / 128k	<input type="checkbox"/>	512k / 512k	<input type="checkbox"/>	1.5M / 256k	<input type="checkbox"/>	8.0M / 384k	<input type="checkbox"/>
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**10. What is the make and model of the modem or router you have on your existing service?**

Make:  Model:

**11. My current Tech Info e-mail address is:** \_\_\_\_\_@techinfo.com.au

or

**I do not have a Tech Info e-mail address. I would like one of the following choices please:**

\_\_\_\_\_@techinfo.com.au or \_\_\_\_\_@techinfo.com.au

**12. Acknowledgement:**

By signing this form, you agree as follows:

- you are the account holder of the aDSL service(s) listed above, or are authorised by the account holder to transfer this service to Tech Info Pty Ltd;
- the information provided in this form is true and correct;
- you have read and understood the terms of this transfer and the "privacy" section below;
- you understand that it is your responsibility to check the terms of your contract with your current aDSL supplier to determine if there will be any consequences under that contract as a result of this transfer (such as an early termination payment).
- I have read and agree to all the terms and conditions in sections 13 to 15.

Signature Today's Date Day time contact number

### 13. Terms of this transfer

The terms of this transfer are:

- Tech Info Pty Ltd will supply your aDSL service from the date the transfer takes effect (we will notify you when that happens);
- you will pay Tech Info Pty Ltd for all charges associated with the service from the date this transfer takes effect;
- you will still be responsible to your current aDSL supplier for any charges incurred and/or billed up to the date the transfer takes effect;
- Tech Info Pty Ltd may refuse or cancel your service on the basis of its credit assessment of you;
- after the transfer, you may not be able to receive certain benefits you currently receive from your aDSL supplier (eg discounts or specific product enhancements);
- you authorise Tech Info Pty Ltd to act on your behalf to transfer your aDSL service;
- if you require ongoing technical support for your aDSL modem you will need to contact us to check whether we can provide that support;
- your aDSL service will remain active with your current aDSL supplier until the transfer takes place;
- you will need to contact your current aDSL supplier about any faults with your aDSL service until this transfer takes place; and
- you may experience an outage in your aDSL service of up to 4 hours whilst the transfer takes place.
- All standard Tech Info adsl service "Terms and Conditions" apply to this churned service.

### 14. Privacy

You consent to Tech Info Pty Ltd:

- (a) obtaining a consumer credit report and/or information about your commercial activities and commercial creditworthiness from a credit reporting agency or any other business that reports on commercial creditworthiness; and
- (b) obtaining credit information about you from other credit providers to assess your application for commercial credit, assess the status of any account you have with Tech Info Pty Ltd (not just the account to which this application applies) or to collect overdue payments from you;
- (c) disclosing credit information about you, including:
  - permitted identification details;
  - the fact that you have applied to obtain Tech Info Pty Ltd services and the credit terms (if any) of those services;
  - information in your application;
  - the fact that in Tech Info Pty Ltd's opinion you have committed a serious credit infringement (if applicable);
  - information relating to the conduct of your account, such as that payments are overdue, cheques of more than \$100 that have been dishonoured when presented more than once or that payments are no longer overdue from you, to:
    - (i) credit reporting agencies for the purpose of obtaining a consumer credit report about you, creating a credit information file or including information in credit information file maintained by the credit reporter; and
    - (ii) credit providers named in a credit report, for the purpose of assessing this application for commercial credit, notifying other credit providers named of a default by you, exchanging information as to the status of your account where you are in default with other credit providers or to assess your creditworthiness; or
    - (iii) collection agents if your account is overdue, for the purpose of recovering overdue moneys. Tech Info Pty Ltd requires its collection agents to treat information passed on to them in a confidential manner in order to protect the privacy of the customers concerned;
- (d) using any personal information in your application form to provide, administer and maintain the services sought to be provided by Tech Info Pty Ltd, prepare accounts for those services and for targeted direct or indirect marketing of other Tech Info Pty Ltd products; and
- (e) disclosing any personal information in your application form to outsourcing entities engaged by Tech Info Pty Ltd to perform the functions above.

You also consent to your current aDSL supplier disclosing credit and personal information relating to your service accounts with that supplier and service numbers to Tech Info Pty Ltd to effect the transfer to Tech Info Pty Ltd.

You can access and request correction of any credit information about you or any personal information relating to you held by Tech Info Pty Ltd. Please contact our office to obtain access to that information.

### 15. Other information

- You can contact Tech Info Pty Ltd by phoning (03) 9435-4669 during business hours if you have any questions or complaints about this transfer.
- Tech Info Pty Ltd will notify you that the transfer of your aDSL service has been completed within 10 working days of the transfer taking place.

## TERMS AND CONDITIONS OF USE FOR TECH INFO aDSL INTERNET ACCESS

All Tech Info & Gravity Internet adsl accounts are bound by these conditions of use.

By connecting to a Tech Info / Gravity Internet server, you are agreeing to all conditions of use.

After 04 October 1999, the phrases 'Gravity Internet' or 'Gravity Internet Services' should be taken to mean internet services supplied by Tech Info Pty Ltd.

After 01 September 2000, the phrases 'ascomp.net' or 'ascomp.net.au' should be taken to mean internet services supplied by Tech Info Pty Ltd.

1. The internet services offered by Tech Info will generally be available 24 hours a day, 7 days a week.
2. All users will be notified of upgrades or down time where possible in advance by e-mail to the '...@techinfo.com.au' 'ascomp.net' or '...@gravity.net.au' e-mail address allocated to each customer upon startup of an internet service account. It is the responsibility of each user to check this e-mail address for e-mail notifications from Tech Info management.
3. Tech Info will not be held liable for any loss whatsoever arising from the inability to access any Internet service.
4. Tech Info reserves the right to alter any pricing, service or condition at any time.
5. All users, new and existing can be affected by any price, service or condition change.
6. Tech Info reserves the right to refuse any application for service.
7. Services are only provided to the registered customer.
8. No account is transferable without written permission from Tech Info.
9. The customer must not use their Internet access for any unlawful purpose or in any unlawful manner.
10. 'Unlimited' aDSL connections are provided on an 'acceptable use policy'. This means you can download reasonable amounts of data but may not use the connection to download data in a continuous stream. Doing such will render the contract void and will cause your connection to be cancelled.
11. The customer must not deliberately or carelessly do anything which damages Tech Info's equipment, software, setup or services or use the internet services provided in such a way that adversely affects other users.
12. Tech Info takes no responsibility for the registration of any supplied or downloaded software.
13. Tech Info may terminate an adsl service if the rendered account is not paid within a reasonable time of falling due.
14. Monthly usage is calculated on all time and data received for any login session initiated during a given month regardless of the disconnection date and time.
15. Tech info is in no way responsible for the content or accuracy of information sourced from the Internet, including but not limited to information placed on our servers by our users.
16. Tech Info does not accept any responsibility or accountability for any transaction which is conducted via the internet using the services provided by Tech Info.
17. No user is permitted to post any form of electronic media including but not limited to materials that may be offensive, abusive, indecent, menacing or illegal. It is every users responsibility to have installed on their PC up-to-date virus detection and removal software.
18. Tech Info will refund the full cost of an Internet account that is terminated within 1 week of commencement or where the account has never been accessed after deducting the setup fees and monthly line rental charged by third parties.
19. The minimum contract term for an adsl service is 6 months. If a user wishes to disconnect prior to the expiration of this minimum term, a disconnection fee is payable, currently \$75 inc GST. All supplied hardware which has been fully paid for remains the property of the end user.
20. It is the responsibility of the user to inform Tech Info in writing (post or email) if they wish to terminate an adsl service account.
21. Tech Info reserves the right to disconnect any user for breach of any of the conditions of use.
22. Any user disconnected from the system for breaching any of the conditions of use will not be entitled to any refund.
23. Any user wishing to discontinue an account for any reason is entitled to a 50% refund of the unused portion of amounts paid.
24. The customer must not use their Internet access to annoy, harass or harm other Internet users.
25. In respect of the above, it is the account holders responsibility to control what is being done over the internet connection.
26. The customer will keep safe and confidential any access numbers, codes or passwords allocated to them by Tech Info and notify Tech Info without delay of any disclosure of those codes.
27. The customer, and not Tech Info, is liable for any telephone service charges incurred in respect of any telephone line used by the customer to dial up Tech Info's equipment.
28. Tech Info may terminate the customer's Internet access immediately if the customer breaches this agreement or the rules, or fails to promptly pay any money owed to Tech Info. All payments due by the customer to Tech Info are payable within 14 days of Tech Info delivering an invoice to the customer. Any debt owed by the customer to Tech Info bears interest at 10% per annum with monthly rests from the date it fell due until actually paid.
29. Tech Info may delete without notice any material found on its storage disks which is unauthorised, unlawful, obscene, excessive in volume, uncollected for an excessive period, in an unauthorised place or dangerous, and Tech Info may delete any computer file it sees fit from its storage disks without giving any reason or incurring any liability for doing so.
30. Where the customer dials up Tech Info before midnight and disconnects after midnight, the entire time online is treated as having been spent on the second day.
31. Tech Info may make and keep any record it requires for the purpose of this agreement or the rules or for the operation of its services.
32. All applications for adsl accounts and/or domain name hosting are to applied for in an individuals name.  
In the case of a business, a person responsible for the companies internet activities is to be provided as the single point of contact.