

**1. CUSTOMER INFORMATION**

Company Name (as per ABN/ACN)			Trading as (if applicable)			ABN			Agent/Sales agent name		
Contact Name and Role in the Company – Copy of Primary ID to be provided with application						Date of Birth			Drivers Licence/Passport No#		
						/ /					
Site address details Unit (or) Level Number			Street Name			Suburb			State		Postcode
Telephone		Facsimile		Mobile - required				Password			
Email – required on all accounts				Accounts Contact Name				Accounts Number			

**2. DECLARATION**

The applicant by its duly authorised officer hereby applies to United Lifestyle Networks Pty Ltd ACN: 139 763 830 (hereinafter referred to as United Networks Pty Ltd) for the services as specified ("Services") and acknowledges that United Networks Pty Ltd will bill me for the Services requested in this application. Services will be supplied through network operators ("Carriers") nominated by United Networks Pty Ltd and I agree that United Networks Pty Ltd may change Carriers at any time without reference to me. I hereby authorise United Networks Pty Ltd to notify any relevant Carrier to effect any such changes, including authority to change Carriers by pre-selection. By signing this application form I/we agree to the terms and conditions enclosed herein and the penalties for the breach of these terms. I acknowledge that I remain connected to my existing services until United Networks Pty Ltd's services have been activated. I/we acknowledge that the Services will only be provided after acceptance of this application by United Networks Pty Ltd and in particular following credit checks. I/we understand and agree to the United Networks Pty Ltd Terms and Conditions and acknowledge that the Services will be provided in accordance with the United Networks Pty Ltd Terms and Conditions which the applicant has read. I/we consent to the above email address being used for the delivery of invoices, notifications and marketing material from United Networks Pty Ltd and its related body corporate. If I/we agree to a minimum term contract, then early termination charges will apply if I terminate during that minimum term. I authorize United Networks Pty Ltd to churn my services back to United Networks Pty Ltd at any time should our services be churned away from United Networks Pty Ltd for any reason. **IMPORTANT NOTICE** - If you are residential customer, a sole trader or partnership in NSW or a customer in the Northern Territory you are entitled to rescind (i.e. cancel) the contract you made at any time within 5-business days from the date of this agreement (10-calender days for Northern Territory customers only) by sending a cancellation notice in writing. You will be liable for any and all service and equipment charges incurred by you or United Networks Pty Ltd prior to the agreement being rescinded during the cooling off period. If the applicant is a corporation, each company director jointly and severally guarantees and indemnifies United Networks Pty Ltd to the full extent possible for all fees, charges, actions or Services or any other charge under this agreement.

Name of Applicant / Authorised Representative		Name of Applicant / Authorised Representative (2)		Date	
Authorised Representatives Signature		Authorised Representatives Signature		Date	
Position of Authorised Representative		Position of Authorised Representative		Sales Agent	

**3. DIRECT DEBIT REQUEST FORM**

I request and authorize the company to debit payments from my nominated account, as specified below, at intervals and amounts as directed by the company as per the terms and conditions of United Networks Pty Ltd agreement and subsequent agreements. I acknowledge that I have read and agree to the full terms and conditions submitted with this application. I further acknowledge that these terms and conditions may change from time to time as notified by The Company.

Payment Method		Direct Debit from Bank Account		Direct Debit from Credit Card		Contract Term	
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**REQUEST AND AUTHORITY TO DEBIT A BANK ACCOUNT**

Surname or Company Name			Given Names or ABN		
I/We authorise the company to debit my/our account at the financial institution identified below through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Details stated and as per the service agreement provided.					
Financial Institution		Branch Address		Suburb	
Account to be debited		BSB		Account Number	
Acknowledgement: by signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements.					
Authorised Signature ONE			Authorised Signature TWO		

**REQUEST AND AUTHORITY TO DEBIT A CREDIT CARD**

Cardholders Name		Credit Card number																			
Cardholders Signature		Card Type		Visa <input type="checkbox"/>		Mastercard <input type="checkbox"/>		Amex <input type="checkbox"/>		Expiry Date		/		CSV							
Acknowledgement: by signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements and authorise the company to debit payments from the specified credit card above.																					

☐ 100 Pts ID Attached

UNITED NETWORKS ACCOUNT NUMBER

# United Networks Pty Ltd

## Standard Terms and Conditions

United Networks Pty Ltd (ABN 35 139 763 830) (we, us or United Networks Pty Ltd), will provide you (Customer), with certain Services in accordance with these terms and conditions (as varied from time to time) and those contained in the United Networks Pty Ltd application forms (the "Application") (collectively the "Agreement").

### 1. PROVISION OF SERVICES

1.1 Services: We will provide you with the telecommunications services nominated by you on the Application and other services we may agree to provide to you from time to time ("Services") on the terms of this Agreement. If you fail to nominate telecommunication services on the Application, you acknowledge that we will assume you wish to select United Networks Pty Ltd as your default carrier for local, national and international long distance calls and calls to mobile services.

1.2 Provision of Services: We will provide you with the Services for all your local, national and international long distance calls and calls to mobile services (as applicable) unless you dial another override code for local, long distance, international calls or calls to mobile services (as applicable) on a call by call basis. We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ("Supplier" or "Carriers") nominated by United Networks Pty Ltd and I agree that United Networks Pty Ltd may change Supplier at any time without reference to me.

1.3 Variations: Without notice to you we may change a Supplier or its products or vary our charges from time to time. I hereby authorise United Networks Pty Ltd to notify any relevant Supplier to effect any such changes, including authority to change Suppliers by pre-selection.

### 2. CHARGES FOR SERVICES

2.1 Invoicing: We will bill you monthly for the Services in accordance with our current charges as notified to you from time to time. We may vary invoice frequency at our discretion.

2.2 Method of Billing: Unless otherwise expressly stated in this Agreement, we will generally bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for usage charges, although this may vary in certain cases. We will endeavour to bill you within the next normal billing period for charges billed in arrears, but we reserve the right to bill you for those charges in later billing periods.

2.3 Time for Payment: All charges must be paid by the due date shown on the invoice.

2.4 When available, we may debit amounts directly from your nominated bank or credit card account as they become owing where you have chosen that method of payment. In any event, if you have provided your bank account or credit card details, where amounts remain outstanding after 10 days we may debit those amounts from your nominated bank or credit card account without further notice unless we have received written notice from you of a bona fide dispute of those amounts. If a direct debit fails or is rejected, we reserve the right to pass on any charges that we may incur due to the failure or rejection.

2.5 Our charges to you; we may pass on any charges another Supplier charges to us (including increases and special or one-off charges) without notice to you.

2.6 Other Charges: You will pay us in accordance with clause 2.5 any charge which any other Supplier or other person renders to us: (a) if you approach that other Supplier or person directly, or otherwise than through us; or (b) for connection or initiation of any Service or for cancellation of any Service.

2.7 Billing from other Suppliers: If you use an override code to access services offered by another Supplier, you will be billed by that Supplier for charges you incur unless we have a separate arrangement in place for the Supplier to charge us directly, in which case we will pass on the charges to you in accordance with clause 2.5.

2.8 Interest: We reserve the right to charge interest on any part of the charges not paid to us by the due date. Interest, calculated daily, will be charged from the due date until payment at a rate of 5% above our prime lenders overdraft rate published on the first working day of each calendar month.

2.9 Suspension: We reserve the right to suspend provision of Services to you, where charges owing to us or any amount owing under this clause remain outstanding after 30 days, unless we have received written notice from you of a bona fide dispute of those charges. If we suspend or terminate the Services for unpaid charges or any other reason, subsequent reconnection may incur a reconnection fee.

2.10 Barring: We reserve the right to bar provision of Services to you, where charges remain outstanding past the due date as stated on your invoice, your unbilled calls exceed your credit limit with us, or we become aware of unusual calling patterns.

2.11 Costs incurred in Recovery of Overdue Amounts: If we incur costs in recovering overdue amounts from you, including (without limitation) mercantile agents' costs, disconnection of services costs, costs incurred in commencing legal action such as service fees and search fees, we reserve the right to recover all these amounts from you on an indemnity basis in addition to the overdue amounts.

2.12 Dishonoured cheques: United Networks Pty Ltd reserves the right to terminate the Agreement without notice to you in the event: (a) you have not paid amounts owing to us in accordance with this clause; and (b) a cheque provided by you in payment of that invoice is dishonoured without a valid explanation being provided by you. We will also charge you a dishonour fee if a cheque used to pay a bill is dishonoured.

2.13 Security Bond: We may require you to lodge a security bond as a condition of us providing Services to you. You authorise us to deduct from that bond any amounts remaining owing to us 10 days after the date of an invoice. If you have paid all of our invoices on time for 12 consecutive months, we may either refund the bond or credit it to your account. The amount of the security bond will be no greater than the credit limit described in clause 2.14.

2.14 Credit Limit: We may from time to time set a credit limit for the provision of the Services to you. You will be notified of this credit limit and any variation thereof.

2.15 GST: Unless expressly stated otherwise, the charges payable for the Services under this Agreement are inclusive of GST. Where the charges are expressed to be exclusive of GST, the Customer must pay to United Networks Pty Ltd in addition to the charges for the Services, an amount equal to any GST payable on the supply of the Services. That additional amount is payable at the same time as any part of the charges for the Services is payable. United Networks Pty Ltd will issue a tax invoice to the Customer for the supply of those Services at or before that time.

### 3 PERIOD OF AGREEMENT

3.1 Commencement of Agreement: This Agreement starts when you sign the Application, complete a voice recording, or when you first access our Services after receipt of these terms and conditions and continues until terminated.

3.2 Commencement of Services: The provision of Services commences when your accounts are transferred from your current Supplier to us and upon completion of installation of any necessary equipment and any other arrangements with another Supplier for the provision of the Services have been completed.

### 4 TRANSFER OF SERVICES TO US

4.1 Changing your current arrangements: If in providing the Services, we need to change your arrangements with your current Supplier, then we will do so in accordance with this clause.

4.2 Transfer to us: By signing this Agreement you: (a) authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your accounts into our name; and (b) authorise your current Supplier of telecommunications services to transfer to us all telecommunications services relating to the telephone numbers transferred to us; and (c) will remain responsible for all amounts owing to your current Supplier of telecommunications services for any services they supply, or have supplied, to you.

4.3 Credits: If your current Supplier credits us with any amount concerning services provided before the date of transfer, we will credit that amount to your account.

4.4 Charges for Transferred Services: If your current Supplier raises a proper charge relating to a service it provided to you before the commencement of Services under clause 3.2, we will advise you accordingly, and you must pay your current Supplier that amount. If you dispute the amount claimed, you must notify us in writing.

4.5 Indemnity: We will not accept any liability for any amounts owing by you to your current Supplier for services which your current Supplier provided to you prior to the commencement of Services under clause 3.2. You must indemnify us against any claims made by your current Supplier to us in relation to any such amounts.

### 5 TRANSFER OF SERVICES FROM US TO ANOTHER SUPPLIER

5.1 Transfer: If in the future you ask us to transfer any of the Services to another Supplier, then you remain responsible to us for amounts payable prior to the transfer, and you will immediately pay us that amount on receipt of our invoice.

5.2 If after the transfer you elect to use any of our Services by the use of an override code, you agree to pay us for any charges incurred for those Services.

5.3 Termination of Services: Our requirement to provide the Services ceases when we transfer those accounts to another Supplier.

5.4 Billing: We will endeavour to bill you for those Services within the next normal billing period but we reserve the right to issue subsequent invoices in relation to unbilled fees and charges.

5.5 Dispute: If we become aware of other proper charges (including fees payable to any other Supplier) for those Services up to the date of transfer, or we resolve any dispute so that any liability of ours relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.

5.6 Credits: We will credit you with any amount credited to us by another Supplier for those Services provided up to the date of transfer.

### 6 PERSONAL INFORMATION

6.1 We may collect personal information about you ("your personal information")

6.2 You acknowledge and agree that: (a) we may collect your personal information from you or (subject to the requirements of Part IIIA of the Privacy Act) from a credit provider or credit reporting agency. If we do not collect your personal information we may not be able to provide the Services to you (b) we may use your personal information: (i) to assess any application by you for credit or commercial credit to be provided by us; (ii) to collect payments that are overdue in respect of any credit or commercial credit provided by us; (iii) to provide the Services to you (including the investigation or resolution of disputes relating to any Services provided to you) and to provide credit or commercial credit to you in respect of the Services; (iv) as otherwise authorised or required by law. (c) at any time, we may disclose your personal information to a credit reporting agency: (i) to obtain a consumer credit or a commercial credit report about you; (ii) to allow the credit reporting agency to create or maintain a credit information file containing information about you. The information we disclose to a credit reporting agency will be limited to identify particulars about you, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, loan repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations), and cheques drawn by you for \$100 or more which have been dishonoured more than once (d) we may also disclose your personal information to: (i) other Suppliers for the purpose of enabling us to provide the Services to you (including the investigation and resolution of disputes or complaints concerning the provision of the Services); (ii) government agencies or individuals appointed by a government (including the Telecommunications Industry Ombudsman and Australian Communications Authority) responsible for the investigation and resolution of disputes or complaints concerning your use of the Services for the purpose of enabling investigation and resolution of those disputes or complaints; (iii) other entities with whom we have established or will establish an affinity program to enable you to participate in the affinity program; (iv) other entities who provide services to us related to the provision of the Services to you (including SMS, a mail house and resellers (or contractors engaged by resellers) to enable them to provide those services to us or administer payment arrangements in connection with those services.

6.3 If required by law, we will provide you with access to your personal information that we have in our possession.

6.4 If you change your address or other billing contact details, you must notify us within 14 days.

### 7 YOUR COMPLIANCE

7.1 Compliance: You will ensure that you comply at all times with all laws and obligations, including licence conditions, applicable to the Services and their use.

7.2 You will not use the Service to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law, and

you will indemnify us for any loss or expense we suffer as a result of you doing so.

### 8 EQUIPMENT SUPPLIED TO YOU

8.1 Maintenance: You are responsible for maintaining any equipment supplied by us or a Supplier. You indemnify us or the Supplier against any loss or damage to the equipment unless it is due to fair wear and tear.

8.2 Interference: You will ensure that any equipment supplied to you, facilities and connections used in providing the Services, are not altered, maintained, repaired or connected to or disconnected from any power source or line except by a person approved by us.

8.3 Access: We, or a person approved by us, may require access to your premises from time to time in connection with the provision and maintenance of equipment or Services. If you do not own the premises, you must obtain the owner's permission for access and warrant to us that you have such permission. You indemnify us, or any serviceman approved by us, against a claim by the owner of the premises in relation to such entry on the premises. If you do not provide access as we reasonably request, we may limit, suspend or cancel the Services.

8.4 Return: On the termination of this Agreement for any reason, you must return any equipment to us or the relevant Supplier, or make it available for collection, in accordance with our instructions. If you fail to return the equipment or make it available for collection: (a) if the equipment is ours, we may recover the value of the equipment, and the cost of recovering the equipment, from you as a debt due; or (b) if the equipment is a Supplier's, you must indemnify us against any claims made by the Supplier in relation to the equipment

### 9 TERMINATION

9.1 Termination: Unless specifically provided for in the Application, either of us may terminate the Agreement by giving 30 days written notice to the other.

9.2 Immediate Termination: We may terminate this Agreement immediately: (a) you have breached this Agreement; (b) a provisional liquidator, liquidator, receiver or receiver and manager or any other administrator of your business or assets is appointed or if you enter into any composition with your creditors; or (c) you change your address or billing contract details without notifying us in accordance with clause 6.4

9.3 You remain liable for all charges payable under the Agreement in respect of Services up to the time of termination.

9.4 If the Customer is an individual, in the event of the Customer's death, United Networks Pty Ltd reserves the right to terminate this Agreement without notice as soon as United Networks Pty Ltd becomes aware of the Customer's death. All outstanding charges under this Agreement must be paid by the Customer's estate.

### 10 LIMITATION OF LIABILITY

10.1 Performance: Because the performance of some Services may be affected by your levels of use, the levels of use of other users and of facilities related to providing the Services, we do not warrant that Services will be free of blockages, delays or faults of this kind and we will not be responsible for any loss or damage which may result.

10.2 Warranties: Except as provided in clause 10.1 and as required by law, and subject to clause 10.3, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by us of the Services are excluded, and we will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the Services.

10.3 Limitation of Liability: Our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to the repair or resupply of equipment or Services or the payment of the cost of having the equipment or Services resupplied.

10.4 No Liability: We have no liability to you or to any other person for: (a) acts or defaults of other Suppliers; (b) faults or defects in Services which are caused to any material extent by your own conduct or misuse; or (c) faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to Services which we have arranged under this Agreement) which are due to incompatibility with the Services.

### 11 FORCE MAJEURE

11.1 We are not liable for: (a) any delay in installing any Service, (b) any delay in correcting any fault in any Service, (c) failure or incorrect operation of any Service, or (d) any other delay or default in performance under this Agreement, if it is caused by any event reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

### 12 ASSIGNMENT

12.1 You will not assign, charge or otherwise deal with your rights under this Agreement except with our prior written consent.

12.2 We may, on 30 days' written notice, assign all our rights and obligations under this Agreement.

### 13 GENERAL

13.1 Governing law: Agreement is governed by the laws of New South Wales.

13.2 Entire Agreement: This Agreement contains the whole understanding between us to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.

13.3 No reliance: You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.

13.4 Release: You accordingly release us and each of our officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.

13.5 Waiver: The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

☐ I agree to the above Standard Terms and Conditions of United Networks Pty Ltd

Signature	Name	Date
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