



Virtual City

ABN: 14 107 322 323

Pty Ltd.

SHOP:
Shop 5, Morison's Arcade
Junction St. NOWRA NSW 2541

PHONE: 02 4423 3338
FAX: 02 4423 3339



POST:

PO Box 1423

NOWRA NSW 2541

Email: sales@virtualcity.com.au

Web: www.virtualcity.com.au

INTERNET APPLICATION FORM

1. APPLICATION TYPE

ADSL (New Connection) ADSL (Churn from another Provider) 56K Dial-Up (New Connection)

2. BILLING DETAILS

GIVEN NAME:		SURNAME:	
COMPANY: <i>(If Applicable)</i>			Date Of Birth: / /
Phone: ()	Fax: ()		Mobile:
ADDRESS:			
SUBURB:	STATE:	POST CODE:	

3. SERVICE LOCATION DETAILS (ADSL/Broadband Applicants)

STREET ADDRESS:			
SUBURB:	STATE:	POST CODE:	
PHONE NUMBER FOR ADSL SERVICE	()	NAME ON PHONE ACCOUNT:	

4. STANDARD ADSL/ADSL2+ OPTIONS (BROADBAND Applicants)

a.) ADSL/ADSL2+ BROADBAND MONTHLY PLANS

Plan Name	Speed	Total Included Data (Mb)	Peak Data (Mb)	Off-Peak Data (Mb)	Included Email Addresses	Monthly Cost
<input type="checkbox"/> GREEN Shaped 2500	256/64k	2,500	500	2,000	1	\$34.95
<input type="checkbox"/> GREEN Shaped 5000	256/64k	5,000	1,000	4,000	1	\$39.95
<input type="checkbox"/> ORANGE Shaped 5000	512/128k	5,000	1,000	4,000	2	\$49.95
<input type="checkbox"/> ORANGE Shaped 15000	512/128k	15,000	5,000	10,000	2	\$54.95
<input type="checkbox"/> BLUE Shaped 15000	1500/256k	15,000	5,000	10,000	2	\$59.95
<input type="checkbox"/> BLUE Shaped 30000	1500/256k	30,000	10,000	20,000	2	\$69.95
<input type="checkbox"/> BLUE Shaped 60000	1500/256k	60,000	30,000	30,000	2	\$79.95
<input type="checkbox"/> SILVER Shaped 15000	8000/384k*	15,000	5,000	10,000	5	\$82.95
<input type="checkbox"/> SILVER Shaped 30000	8000/384k*	30,000	10,000	20,000	5	\$94.95
<input type="checkbox"/> SILVER Shaped 60000	8000/384k*	60,000	30,000	30,000	5	\$104.95
<input type="checkbox"/> GOLD Shaped 15000	20000/1000k*	15,000	5,000	10,000	5	\$82.95
<input type="checkbox"/> GOLD Shaped 25000	20000/1000k*	25,000	10,000	15,000	5	\$92.95
<input type="checkbox"/> GOLD Shaped 50000	20000/1000k*	50,000	25,000	25,000	5	\$109.95

b.) BROADBAND ADSL CONTRACT OPTIONS

Contract Type	Cost
<input type="checkbox"/> 6 Month Contract (No Equipment Supplied)	\$150.00
<input type="checkbox"/> 12 Month Contract (No Equipment Supplied)	\$110.00
<input type="checkbox"/> 24 Month Contract (No Equipment Supplied)	\$55.00
<input type="checkbox"/> 36 Month Contract (FREE Single Port Modem + 2 Filters)	FREE
<input type="checkbox"/> 6 Month Contract (Churn from another provider) (No Equipment Supplied)	\$150.00
<input type="checkbox"/> 12 Month Contract (Churn from another provider) (No Equipment Supplied)	FREE
<input type="checkbox"/> 24 Month Contract (Churn from another provider) (No Equipment Supplied)	FREE
<input type="checkbox"/> 36 Month Contract (Churn from another provider) (FREE Single Port Modem + 2 Filters)	FREE

c.) BROADBAND HARDWARE & EXTRAS

<input type="checkbox"/> Single Port ADSL Modem	\$89.00	<input type="checkbox"/> ADSL Filter/Splitter	Qty=	\$24.00ea
<input type="checkbox"/> 4 Port ADSL Modem/Router	\$109.00	<input type="checkbox"/> Extra Email Address	Qty=	\$1.00 / mth
<input type="checkbox"/> Wireless 4 Port ADSL Modem/Router	\$145.00	<input type="checkbox"/> PCI Wireless Adapter		\$45.00
<input type="checkbox"/> Upgrade from Single Port to Wireless Modem/Router <small>(ONLY AVAILABLE with 36 Month Contract)</small>	\$56.00	<input type="checkbox"/> USB Wireless Adapter		\$45.00

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5. 56k DIAL-UP OPTIONS (56K Dial-Up Applicants Only)

a.) Connection Fee

All new 56k Dial-Up accounts will incur a connection fee of \$25.00

b.) ADSL/Broadband Monthly Plans

Plan	Email Addresses	Included Hours Per Month	Included Downloads Per Month	Excess Charges	Cost
<input type="checkbox"/> \$1 per Hour	1	5	Unlimited	\$1.00 / hr	\$5.00 / Month
<input type="checkbox"/> Unlimited Standard	3	Unlimited	Unlimited	N/A	\$24.95 / Month
<input type="checkbox"/> Unlimited Quarterly	3	Unlimited	Unlimited	N/A	\$65.00 / 3 Months
<input type="checkbox"/> Unlimited Yearly	3	Unlimited	Unlimited	N/A	\$220.00 / Year

c.) Dial-Up Hardware & Extras

<input type="checkbox"/> 56k Internal Modem	\$30.00	<input type="checkbox"/> Extra Email Address	Qty=	\$1.00 / mth
<input type="checkbox"/> 56k External Modem	\$129.00			

6. USERNAME & PASSWORD

USERNAME:

@virtualcity.com.au

PASSWORD:

(Minimum of 6 Characters and must contain Symbols and or Numbers. Eg P@55w0rd)

7. PAYMENT METHOD

Direct Deposit Cheque Credit Card Cash

a.) Credit Card Payment

I hereby request VirtualCity Pty Ltd, until further notice, to arrange payment of my internet account, by debiting the credit card account as described below. I acknowledge that this request may be terminated at anytime by VirtualCity Pty Ltd or by notice, in writing, by myself.

Debit My Card

CARD TYPE: VISA Master Card Amex (+2% Surcharge) Diners (+2% Surcharge)

NAME ON CARD:

CARD NUMBER:

EXP DATE:

/

Verification Code

SIGNATURE OF CARD HOLDER:

DATE:

/

/

8. DIRECT DEPOSIT BANK DETAILS

If you would prefer direct deposit as an option, please use the following details. Our dealings are with St George Bank.

ACCOUNT NAME: VirtualCity Pty Ltd

BSB: 112 879

ACCOUNT NUMBER: 041818520

(NOTE: Please use your invoice number as the reference when making payments.)

9. REFERRAL INFORMATION

How did you hear about VirtualCity Pty Ltd:

If you were referred to us by an existing client, please provide their username (if known).

REFERAL USERNAME

10. AGREEMENT

I declare that I have read, understood and agree to abide by VirtualCity's current 'Terms and Conditions' and 'Acceptable Usage Policy', found at www.virtualcity.com.au/terms.html. I also verify that I am over 18 years of age and able to enter a legally binding contract.

SIGNATURE:

NAME (PRINT)

DATE:

/

/

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Terms & Conditions

1. DIAL-UP SESSION LIMITS

- a.) Session limits for all dial-up plans is 4 hours
- b.) Limits will only be applied if server/user capacity is at 90% at any given time.
- c.) Reconnection is possible after 15 minutes from being disconnect due to session limits.

2. ADSL DATA ALLOWANCES

- a.) Peak time is defined as anything downloaded or uploaded between 12:00 to 23:59:59.
- b.) Off –Peak time is defined as anything downloaded or uploaded between 0:00 to 11:59:59
- c.) Connection speed slows down to 64k once data allowance, in either the peak or off-peak allowance, has been exceeded. The connection speed will remain shaped at this slower speed until the start of the next billing cycle.
- d.) *All 8000Kbs and 20000Kbs connection speeds will vary according to local and environmental conditions.

3. CUSTOMER RESPONSIBILITIES

- a.) Upon signing this agreement you are stating:
 - i.) You are over 18 years of age
 - ii.) All credit card details are authorized and will be charge by VirtualCity on the anniversary date of your connection.
 - iii.) Residential information given is correct.
 - iv.) You agree to terms and conditions contained here in.
- b.) All telecommunication and infrastructure connections/repairs are carried out at your own expense.
- c.) To repair damage to systems caused by Virus, Spam and other malicious software.
- d.) It is your responsibility to check that you are connecting to a local phone number when using the dial-up internet service to avoid STD phone rates charged by your telecommunications provider.

4. PAYMENTS.

- a.) Payments available via Direct Deposit, Cash, Cheque and Credit Cards
- b.) Accounts are generated monthly and are sent via email.
- c.) All accounts must be kept in credit to avoid disconnection or suspension of service.
- d.) All payments are non-refundable.
- e.) 56K \$1.00 Per Hour Plan requires a \$50.00 advance payment if paying by cash.

5. ADSL PLAN CHANGES

- a.) Any change to your ADSL line speed or download allowance will incur a once off fee of \$40.00 which will be billed to your account on the day that the change is made.

6. PSTN (PHONE) LINE CHANGES

- a.) Any change or disruptions to your PSTN Line including; disconnections, suspensions, change of provider, change of account holder or re-locations will incur a disconnection fee as shown below plus a re-connection fee of \$125.00. **Please contact VirtualCity for more information before changing your phone line plan.**

7. DISCONNECTION.

- a.) You may terminate your internet service with us at any time by giving us at least 14 days notice in writing. All accounts will continue to be billed on a month to month basis unless written notification is received. If you cease to use the service and do not notify VirtualCity Pty Ltd in writing, you will still be responsible for all monthly charges incurred. VirtualCity will send confirmation of cancellation once written notification has been received.
- b.) A Early termination fee will apply if you cancel service before the end of the contract period stated on your application form. This amount is calculated at 50% of the remaining contract value.
- c.) VirtualCity Pty Ltd reserves the right to suspend or disconnect all services and/or accounts immediately, without notice if;
 - (i) we are directed by any competent authority to cease the provision of the Services or any part of them;
 - (ii) you are in breach of any of these Terms and Conditions or the Acceptable Usage Policy.

Acceptable Usage Policy

1. INTERPRETATION

A reference to You (You) in this Acceptable Usage Policy (AUP) includes a reference to Your People, downstream Service Providers, End Users or anyone else (other than VIRTUALCITY PTY LTD or its People) who uses the Service(s). A Reference to VIRTUALCITY PTY LTD means VirtualCity Pty Ltd and its related bodies corporate and/or its Third Party Suppliers where relevant.

2. INTRODUCTION

Any Agreement made between You and VirtualCity Pty Ltd or Related Bodies Corporate for a service (Service) is covered by this Acceptable Usage Policy. In undertaking this Agreement You agree to comply with this AUP as well as and in addition to the terms and conditions of the CRA when You use that Service.

3. PROHIBITED USES OF SERVICE

You must not use the Service, attempt to use the Service, or allow any of the Services provided by VIRTUALCITY PTY LTD to be used in a way that is or could be deemed to be a Prohibited Use. Prohibited uses include but are not limited to the following conditions, as defined in the following sections:

3.1 Breach of Law - Breaching or becoming involved in a breach of law, order, or regulation (including that of a foreign country), mandatory code of conduct; or a voluntary code of conduct that You have agreed to comply with.

3.2 Damage to Property or People - Damaging property or causing injury to a person; or harassing, menacing or stalking people.

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3.3 Protection of Minors

- (a) Enabling a minor to access material inappropriate for a minor; or
- (b) establishing (or try to establish) contact with a minor otherwise unknown to You.

3.4 Discrimination - Unlawfully inciting discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality.

3.5 Obscene, Pornographic, Defamatory, Offensive or Abusive Material

- (a) Sending, displaying, accessing, making available, publishing, distributing or otherwise being involved in material that is obscene, pornographic, defamatory, or is or would be regarded by VIRTUALCITY PTY LTD or another person, acting reasonably in all the circumstances, to be, offensive or abusive; or
- (b) storing of such material on any VIRTUALCITY PTY LTD Service; or
- (c) allowing such material to remain present on the Service when You become aware or are made aware of it.

3.6 Illegal Business Practices and Gambling

- (a) Engaging in any misleading, and/or deceptive business or marketing practice; or
- (b) being involved in providing or promoting any illegal pyramid selling schemes or unlawful gambling or gaming activities; or
- (c) allowing such material to remain present on the Service when You become aware or are made aware of it.

3.7 Affecting the Rights of Others

- (a) Infringing VIRTUALCITY PTY LTD's or any other person's rights including, but not limited to copyright, trademark, trade secret, patent or other property or other intellectual property rights or moral rights; or
- (b) constituting a misuse of VIRTUALCITY PTY LTD or any other person's confidential information; or
- (c) resulting in a breach of any obligation that You owe VIRTUALCITY PTY LTD or any other person.

3.8 Interfering with Services and Systems - Interfering with the proper operation of the Services or any part of VIRTUALCITY PTY LTD or a Third Party Supplier's network or systems operated by VIRTUALCITY PTY LTD or Third Party Supplier.

3.9 Newsgroups, Forums, Chat Rooms and Instant Messaging - Using the Services to contribute to, or participate in, a Newsgroup, Forum, Chat Room or Instant Messaging service in a way that has an adverse effect on the proper operation of those Newsgroups, Forums, Chat Rooms or Instant Messaging services.

3.10 SPAM - Being in any way involved in any of the following:

- (a) using the Services, or attempting to use the Services or allowing a third party to use the Services to send, cause the sending of or otherwise be involved in the sending of, SPAM, USENET SPAM or SPIM;
- (b) causing or requesting any of Your details to appear in SPAM, USENET SPAM or SPIM and/or receiving responses to SPAM, USENET SPAM or SPIM;
- (c) purchasing, creating, using, distributing, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, SPAM, USENET SPAM or SPIM.

3.11 Open Relay and Port Probing - Using the Services, attempting to use the Services or allowing a third party to use the Services to access or use VIRTUALCITY PTY LTD's or anyone else's systems, networks or data (including through Open Relay, Port Probing and the use of Packet Sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data.

3.12 Spoofing and Phishing

- (a) Using the service for Spoofing in any form; or
- (b) using the Services, attempting to use the Services or allowing a third party to use the Services to create, send or alter in any way and by any means (including Spoofing, Phishing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than You.

3.13 Malicious Programs - Using the Service, or attempting to use the Service in connection with any program (including a Virus, Trojan horse, Worm, Cancelbot, Time Bomb), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data whether the computer, network or data is VIRTUALCITY PTY LTD's or anyone else's.

3.14 Malicious Activity - Using the Service, or attempting to use the Service for any activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data whether the computer, network or data is VIRTUALCITY PTY LTD's or anyone else's. Malicious activity includes:

- (a) defacing web-sites without the permission of the website owner;
- (b) "probing" of devices on the internet with the intent of searching for and/or identifying security weaknesses on those devices;
- (c) interfering with a Service provided to any user, host or network including, without limitation; mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks and denial of service attacks. Upon request by VIRTUALCITY PTY LTD You must demonstrate the steps that You are taking to prevent any such use.

3.15 Usage limits - Attempting to or allowing a third party to manipulate or bypass VIRTUALCITY PTY LTD or Third Party Suppliers content usage limits, by any means including connecting multiple pieces of hardware or software to the Service.

4. COPYRIGHT

You are responsible for ensuring that You do not store, transfer or cause to be transferred, reproduce or make available for distribution, through or on the VIRTUALCITY PTY LTD Network or Service, any data where the storage, reproduction, transfer, or distribution of, that data is in contravention of the Copyright Act 1968 (Cth) or otherwise infringe any third party intellectual property rights (such as by using, copying or distributing data or software without the permission of the owner). VIRTUALCITY PTY LTD at its absolute discretion may delete any infringing Copyright Material stored by You if:

- (a) VIRTUALCITY PTY LTD is requested via a valid "take down notice" to delete the material; or
- (b) You have not deleted infringing material within 2 Calendar days of VIRTUALCITY PTY LTD requesting that You do so.

If VIRTUALCITY PTY LTD deletes any infringing material under the terms of this AUP we are not required to notify You or the sender of the deletion/s.

5. EMAIL

Where VIRTUALCITY PTY LTD supplies You a Service that includes or is in itself an Email Service:

5.1 Usage limits - VIRTUALCITY PTY LTD will set limits on the size of emails sent to or by you (currently 10Mb), the period for which email messages can be stored and the maximum disk space that will be allotted on VIRTUALCITY PTY LTDs servers for Your Service (currently 100Mb per account). These limits are referred to as your (Mail Quota).

5.2 Deletion of Email - VIRTUALCITY PTY LTD may delete any electronic mail message sent by You or addressed to You if:

- (a) the size of the mail message addressed to You (including attachments) exceeds Your Mail Quota;

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(b) the size of the mail message sent by You (including attachments) exceeds Maximum Mail Size as defined in the Service Schedule for Your chosen Service (currently 10 MB);

(c) the total of Your undeleted messages (including attachments) exceeds Your Mail Quota; or

(d) You have not deleted the message within 90 Calendar days of it becoming available to You (whether read or unread). VIRTUALCITY PTY LTD recommend that You delete emails on a regular basis. Once deleted, the message will not be able to be retrieved;

(e) the message has been stored in the Deleted, Spam, or Outbox folders 7 days after the message becomes available to You or was sent by You;

If VIRTUALCITY PTY LTD deletes any electronic mail messages we are not required to notify You or the sender of the deletion of the mail message(s).

5.3 Sending Mail via SMTP - You will not send any electronic mail message via SMTP that is sent using a server other than the VIRTUALCITY PTY LTD SMTP servers, unless VIRTUALCITY PTY LTD otherwise agree with You doing so.

5.4 Service Cancellation - If Your Service is cancelled, VIRTUALCITY PTY LTD may delete any stored or received emails in Your email account after 30 Calendar days.

6. SPAM

6.1 Investigation of Spam Violations - Upon notification of an alleged violation of the terms of the AUP regarding SPAM, VIRTUALCITY PTY LTD will initiate an immediate investigation. During the investigation, VIRTUALCITY PTY LTD may restrict Your access to the network to prevent further violations. If You are found to be in violation of our terms regarding SPAM, VIRTUALCITY PTY LTD may, at its sole discretion, restrict, suspend or terminate Your account.

6.2 Violation of Policy - First violations of this AUP will result in an "Administrative Fee" of \$300 and Your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$600 and immediate termination of Your account. You agree that in addition to these "Administrative" fees, You may be asked to pay "Service Fees" not to exceed \$175 per hour for the time that VIRTUALCITY PTY LTD personnel spend investigating the matter. VIRTUALCITY PTY LTD also reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated SPAM violation and You agree to indemnify VIRTUALCITY PTY LTD against any costs so incurred.

7. INTERNET USE RISKS / DISCLAIMER

The Internet contains content You may find unsuitable, offensive or adult in nature and which may breach Australian laws. VIRTUALCITY PTY LTD does not endorse or control such content and disclaims any and all liability in respect of such content. You have the right to make complaints to the ACMA about Internet content which is or could be rated R, X or Refused Classification (RC). You must take all reasonable measures to prevent unauthorised access to the VIRTUALCITY PTY LTD Service. You acknowledge that if You run certain applications (such as File Transfer Protocol or Hyper Text Transfer Protocol), other users may gain access to Your computer. If You buy goods or services on the Internet VIRTUALCITY PTY LTD will not be responsible or liable for those goods and services and You will be responsible for any fees or charges You incur. If You send confidential information such as Your credit card details over the Internet, You bear all risks and losses arising from such transmissions. VIRTUALCITY PTY LTD may monitor Your use of the VIRTUALCITY PTY LTD Service to ensure that You are complying with these Terms, but is not obliged to do so. VIRTUALCITY PTY LTD may investigate any misuse or suspected misuse of the Service and may involve the police or other law enforcement agencies in doing so. VIRTUALCITY PTY LTD may recover the cost of such investigation if it is established that You have misused the Service. If Your use of the VIRTUALCITY PTY LTD Service causes any loss or damage to third parties, You must compensate those third parties for such loss or damage.

8. SERVICE USE OBLIGATIONS (THINGS YOU MUST DO)

8.1 Bulk Messages or Email - If You send Bulk solicited electronic messages, then:

(a) You must include in each message, an email address, telephone number, facsimile number or mailing address that can be used to notify You that the recipient no longer wishes to receive such messages from You (i.e. an "Opt Out Notice"); and

(b) if You are sent an Opt Out Notice, then You must immediately comply with the notice.

8.2 Reporting of Child Pornography - If You are made aware that any Service You obtain from VIRTUALCITY PTY LTD is being used to access material that a person, acting reasonably, may have grounds to believe is child pornography or child abuse material, You must report it immediately to VIRTUALCITY PTY LTD and the relevant Law Enforcement Agency.

9. COMPLIANCE

9.1 Compliance by other Service Providers and End Users - Without limiting any clause in this AUP, if You resell the services to another party, be it another Service Provider or an End User, You must ensure that those who use the Services comply with all the clauses of this AUP. Without limitation, You must:

(a) ensure that the conditions of use or other documents governing the relationship between You and each Service Provider or End User incorporate a reference to an Acceptable Use Policy applicable to the provision of the Service no less onerous than the Acceptable Use Policy given by VIRTUALCITY PTY LTD to You and containing no provisions which are inconsistent with this AUP; and

(b) enforce compliance by Your Service Providers with this AUP; and

(c) enforce compliance by Your End Users with this AUP (other than this clause 9); and

(d) promptly notify VIRTUALCITY PTY LTD if You become aware of a breach of this AUP by any of Your Service Providers or End Users.

9.2 Regulatory Authorities - Commonwealth legislation allows the ACMA to direct VIRTUALCITY PTY LTD to attend to certain matters including removal of prohibited Internet content from our servers or prevent users from accessing certain Internet content. You agree that we may take any necessary steps in order to comply with any relevant industry code of practice or direction from the ACMA or other regulatory authority. We may take these steps at any time without notice to You.

9.3 Investigation by Authorities - VIRTUALCITY PTY LTD reserves the right to act in any manner it deems appropriate where there are reasonable grounds for suspecting that illegal or unacceptable usage of the VIRTUALCITY PTY LTD Network and Systems is occurring. VIRTUALCITY PTY LTD will co-operate fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via its network or systems. VIRTUALCITY PTY LTD reserves the right to suspend Your access if Your usage of the VIRTUALCITY PTY LTD Network or Systems is subject to any investigation.

10. ABUSE (EXCESSIVE USE) OF SERVICE - In all cases, abuse of the Service whether intentional or not will not be tolerated and will be stopped or corrected, with or without notice to You. You further agree that use of the Service regarding any type, format or process, used by or through the Service and that uses 7% or more of Server resources, per instance, for more than 30 continuous seconds, is subject to being shutdown. Abuse of the Service can also include "Excessive Errors" generated by Client Web pages, scripts or other use of the Service. When possible, You will receive notice of Excessive Errors and You agree to correct or remove, any such files creating the Excessive Errors within a maximum of 24 hours from time of the notice. If You do not correct or remove them VIRTUALCITY PTY LTD has the option of resolving the Excessive Errors to the best judgment of VIRTUALCITY PTY LTD. You agree that VIRTUALCITY PTY LTD may or may not charge a maintenance fee to resolve Excessive Errors within 24hrs of this notice.

11. VARIATION - The Terms & Conditions and This Acceptable Use Policy may be revised by VIRTUALCITY PTY LTD from time to time at its sole discretion and without notice. The latest version will always be available on the VIRTUALCITY PTY LTD website.

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