



Application Form

Getting started could not bmore simple

- Step 1 Choose your product and choose your plan
- Step 2 Read and complete the application form
- Step 3 Sign and fax to bmore on (02) 9007-2463

bmore Products

- bmore Vanilla** - Basic Internet access with a static IP address.
- Or
- bmore Enhanced** - Includes firewall services and automatic private IP addressing at no additional charge.
- Or
- bmore Enhanced Wireless** - Includes firewall services and automatic private IP addressing plus Wi-Fi. (Additional monthly charge of \$15 applies).

Bmore Broadband Internet Access plans

	Name	Set up	Monthly Access	Excess Data	Included Data
<input type="checkbox"/>	bmore 100	\$99	\$22	\$0.19/MB	100 MB
<input type="checkbox"/>	bmore 500	\$99	\$77	\$0.14/MB	500 MB
<input type="checkbox"/>	bmore 5000	\$99	\$132	\$0.14/MB	5000 MB
<input type="checkbox"/>	bmore 10000	\$99	\$198	\$0.13/MB	10000 MB
<input type="checkbox"/>	bmore 20000	\$99	\$242	\$0.11/MB	20000 MB
<input type="checkbox"/>	bmore 25000	\$99	\$308	\$0.07/MB	25000 MB
<input type="checkbox"/>	bmore 30000	\$99	\$550	\$0.06/MB	30000 MB

*All prices are **inclusive** of GST.

All of these plans are for 12 months or the length of a tenant's stay in a bmore connected building, whichever comes first (30 day notice period applies).

Customer Acceptance

I confirm that I have read and agree to bmore's standard terms and conditions and that the information that is provided in this application is true and correct. I hereby acknowledge that I am liable for all charges incurred on this account.

Customer Name: _____

Payment Details

- Credit Card
- Cheque / Electronic Funds Transfer

Customer Signature: _____ Date: _____



bmore In Touch

I have my own email address and require nothing further

I have my own email address and would like to have a bmore Managed Exchange mailbox so that I can access my email, calendar and contacts whenever I want, wherever I am for \$19 per mailbox, per month
E.g. On my mobile (web-enabled), PDA, laptop, in the office or even at an internet cafe.

Email Address: _____

Please register a domain name for me and set up my hosting so that I can have my own online brand and take my email addresses anywhere (eg. you@yourcompany.com / you@yourcompany.com.au) – Requires ABN / ACN / RBN

Domain Type	Set up	Registration Period	Hosting (Monthly)
.com.au / .net.au	\$132	2 Years	\$16.00
.com / .net	\$76	2 Years	\$16.00
Other domain types	Contact us!		

1st Preference	you@
2nd Preference	you@

I already have a domain name, please set up hosting for my domain name for \$16.50 per month, including

- 100 MB Disk Space
- 10 Email addresses
- 200MB Data transfer (inbound)

Need to bmore than this? We support all major technologies including SSL, .NET, SQL server, MySQL, PHP, FrontPage web extensions, and more! Contact us for details.

I require a bmore email address (up to 5 free!)

I want to be _____@bmoreintouch.net

Advanced requirements

If you require advanced services such additional IP addresses, IP subnet routing, specific firewall configurations, port forwarding to your servers, or larger usage data plans, please contact us for more details on 02 9007 2459.



Customer Information

Company Name:	
ABN / ACN:	
Suite Number:	
Address:	
Telephone:	
Mobile:	
Fax:	
Contact Email:	
Contact person:	

Credit Card Details

Please complete this when paying by credit card

Card type:

Visa MasterCard

Card Number:

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Expiry Date: MM/YY

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Cardholder's Name:

I accept that the agreed charges will be debited from the above credit card on a monthly basis.

Cardholder's signature:



Bmore Terms and Conditions

Our contract with you

1. The service

The service gives you broadband access to the internet, a range of internet services and will be provided to you at the premises we agree with you.

2. When does our contract with you start

You can sign up for the service by completing and signing this application form. When you have done this, this contract (as set out in these terms and conditions) starts.

3. Our commitment to you

When we provide the service to you we promise to use the reasonable skill and care of a competent comparable Internet service provider.

Providing the service to you

4. Getting started

Although we will use our reasonable efforts to install or activate the service by the date that we agree with you, all dates are estimates and we cannot guarantee that we will meet them.

5. Making sure the service is secure

5.1 We will issue you with a set of usernames and passwords. These are essential for your secure use of the service so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions.

5.2 If we think there is likely to be a breach of security or misuse of the service we may:

- (a) change your password and then we will notify you that we have done this; and/or
- (b) suspend username and password access to the service

5.3 If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you need to inform us immediately.

5.4 If any of the information you give to us when you sign up for the service changes, including any changes to your payment details, you must inform us immediately.

6. Things we may have to do

6.1 We may need to temporarily suspend the service for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do we will give you as much notice as we can. We promise to restore the service as soon as possible after any suspension.

6.2 We may have to alter code or access numbers or technical specification associated with the service for operational reasons, and where we need to tell you about this we will give you as much notice as we can. The technical specification will only be changed where this will not materially affect the performance of the service.

7. Repairing faults in the service

7.1 Although we attempt to provide you with the best possible service, we cannot guarantee that the service will never be faulty. However, we will correct all reported faults as soon as we reasonably can.

7.2 You have no claim against bmore for loss of access or functionality of the service regardless of whether the claim lies in contract tort or any other remedy, including but not limited to negligence.

What we need you to do

8. Paying our charges

8.1 You must pay the charges for the service provided to you including monthly recurring charges, set up charges, excess data charges, bank charge, late fees, taxes and any other charges or fees which may come due which are required as a result of circumstances not reasonably anticipated by us or not disclosed by you prior to your access of the service.

8.2 We will begin charging you for the service on the date that the service is activated and available for you to use.

8.3 You will have to pay the charges within 14 days of the date of our invoice. We may charge daily interest on late payments at a rate equal to 4% per annum above the base-lending rate of Commonwealth Bank.

8.4 You acknowledge that you may be subject to our credit management procedures and that we may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

8.5 Should you downgrade your internet access plan we will charge you a fee equivalent to one months access charges of the plan you downgrade from. We will not downgrade you to a plan lower than the one you originally signed up for on this application for service.

8.6 All amounts described in this Agreement are GST inclusive.



9. Use of the service

9.1 You must take all reasonable precautions to ensure that no one (including you) uses the service:

- (a) fraudulently or in connection with a criminal offence;
- (b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or needless anxiety;
- (d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers;
- (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party.
- (g) in a way that does not comply with any instructions that we have given you;

The action we can take if the service is used in any of these ways is explained in paragraphs 11 and 12.

9.2 When we provide you with the service it, is intended for your use only. Therefore, you must not re-sell, transfer, assign or sub-license the service (or any part of it to anyone else) except as outlined in paragraph 17.

Other uses of the service

9.3 We are not responsible under the contract for providing any technical or other support to your LAN. The IP addresses that are allocated to you are for use in connection only with the service and all rights in those IP addresses belong to us. You must not sell them or agree to transfer them to anyone else or try to do so. If the contract is terminated for any reason the IP addresses will revert to us.

9.4 If you or anyone alters firewall settings, tampers with the IP router or fails to maintain it (including, without limitation, altering router settings), we may suspend your access to the service. In addition, we reserve the right to charge you if you do any of these things as we may incur costs.

10. Your use of the internet

The service allows you to access the internet. The Internet is separate from the service and use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet (including email). You are responsible for ensuring your computer is adequately protected against viruses.

11. Rental Equipment

11.1 We (bmore Pty Ltd) are the owner of the equipment. You only have the right to use it. You must protect our ownership of the equipment and not attempt to sell, hire, pledge or part with possession or deal with it in any other way.

11.2 You must keep equipment at the address specified on page 2 of this form and in a careful and proper manner and not interfere or tamper with or let anyone else do so. In addition you may use it only for the purpose for which it is manufactured or designed and in accordance with the manufacturer's instructions.

11.3 You are responsible for the safekeeping of the equipment and shall bear the risk of any loss, theft, damage or destruction of equipment by any means. In such an event you will be charged the replacement cost of the equipment.

11.4 Upon termination of this agreement you must return equipment in the same packaging as delivery was made in to our office in a clean condition, properly maintained in accordance with the manufacturer's recommendations and in a method approved by us. In particular, but without limitation, you shall not post equipment. We reserve the right to charge for packaging materials that are not returned.

11.5 In the event that the Equipment does not operate properly you shall immediately notify us and request instructions before taking remedial action.

If things go wrong

12. If you break this contract

12.1 Either of us can end this contract immediately on notice at any time if the other:

- (a) commits a material breach of this contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so;
- (b) commits a material breach of this contract which cannot be remedied;
- (c) is repeatedly in breach of this contract; or



(d) is the subject of bankruptcy or insolvency proceedings, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of their assets, or they go into liquidation.

12.2 We can end this contract with immediate effect if we have previously terminated your use of any service due to your breach.

13. Suspension of the service

13.1 Instead of terminating the service under paragraph 11 we can choose to suspend the service. If we do this we can still end this contract at a later date. If we decide to suspend the service, a password or username (for any reason), we will restore it (if neither have ended this contract) when you satisfy us that you will only use the service as we have agreed.

13.2 If we decide to suspend the service, this contract will continue during the period of suspension and you will have to pay all relevant charges.

14. Matters beyond our reasonable control

If we cannot do what we have promised in this contract because of something beyond our reasonable control, we will not be liable for this. If this continues for more than 14 days, you can terminate this contract immediately by giving us written notice. If the events continue for more than three months, we can terminate this contract immediately by giving you written notice.

15. Our liability to you

15.1 We have no liability (whether in negligence or otherwise) for any indirect or consequential loss or damage, nor for any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

15.2 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication goods or services or for faults in or failures of their networks and equipment.

15.3 Each provision of this paragraph 15 operates separately in itself and survives independently of the others.

16. Ending this contract

16.1 This contract can be ended by:

(a) either of us giving 30 days written notice to the other, or;

(b) you giving us seven days notice if we inform you we are increasing our charges or changing the conditions of this contract to your detriment.

(c) You become insolvent or have a receiver, manager, administrator or liquidator appointed. For the sake of clarity the service provided is deemed not to be an essential service for the purposes of the law relating to insolvency.

16.2 If you give us notice that ends, or we end this contract, during the first 12 months from the date that the service is activated and available for you to use (other than because we have increased our charges or changed the conditions of this contract to your detriment) you must pay all charges payable for any remaining period of that 12 months, except:

16.3 If you cease to be a tenant of a bmore connected building during the first 12 months from the date of this agreement you may terminate by giving us 30 days written notice and are liable only for charges up to the date of leaving the building or 30 days from the date of having given us notice, whichever is the later date.

16.4 If you have paid any charges for a period after the end of this contract beyond the 12 months, we will either repay these charges or put them towards any money you owe us.

Other things we need to tell you

17. How this contract can be changed

We may change this contract, including our charges, at any time. We will give you at least 28 days notice of any changes before they take effect. You can end this contract by giving us seven days notice if we increase our charges or change the conditions of this contract to your detriment.

18. How this contract can be transferred

Neither of us can transfer this contract except:

18.1 that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company.

18.2 that in the event that another entity acquires either entity that is party to this Agreement, the Agreement may be assigned to the acquiring entity, or a subsidiary of the acquiring entity.



19. How to give notice

19.1 If either of us gives a notice to the other under this contract this must be done in writing and delivered by hand or sent by pre-paid post to the addressee at the following address:

- (a) To us: at the postal address shown on the appropriate web site or an alternative address which we may give you.
- (b) To you: if you are a company at your registered address, or at the postal address you specify when registering for the service or an alternative address which you may give us,.

20. Waiver

Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

21. Third party rights

A person who is not a party to this contract has no rights to enforce any term of this contract.

22. The law that relates to this contract

Australian Law governs this contract and we both agree to the exclusive jurisdiction of the New South Wales courts.

Accepted by the Customer:

Signed: _____
(by an authorised representative of the company)

Print Name: _____ Date : _____

Position: _____