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[www.node1.com.au](http://www.node1.com.au)  
[accounts@node1.com.au](mailto:accounts@node1.com.au)

ABN: 14 408 523 096  
ACN: 137 819 875

## Seacrest Fibre Internet Application

For assistance completing this form, please feel free to contact us on:  
(08) 9964 5464

### *What are the benefits of using NODE1?*

- We are 100% locally owned and operated
- Dealing with a local company means any issues can be dealt with quickly and efficiently
- We can setup your modem/router for you
- We can offer Remote Support using specialised software. This service can assist you with email setup and any other issues

Once you have completed your application,  
please fax it to us for processing on:

FAX: (08) 9923 9268

or email to:

[sales@node1.com.au](mailto:sales@node1.com.au)

**Section 1: Address of Service**

Business Name: ..... ABN: .....

Surname: ..... Given Names: .....

Date of Birth: .....

Photo ID #: ..... Type: .....

Service Address: ..... Billing Address:  Same as service address

.....

.....

.....Post Code: .....Post Code: .....

Phone: (.....) .....

Mobile\*: .....

\* Your mobile number may be used to issue outage and download limit SMS notifications

Fax: (.....) .....

Billing Email: .....

Please tick to receive invoices at this email address

Correspondence Email: .....

This email address will be used for usage/outage notifications

More email address' to be notified? Please write them on the back of this page

**Additional Account contact:**

Name: .....

Relationship: .....

Phone: .....

Mobile\*: .....

\* Your mobile number may be used to issue outage and download limit SMS notifications

Customer Name: .....

Seacrest Fibre Internet Customer

**Section 2: Email & Username Details**

**1** Username: ..... @node1.com.au (no more than 12 characters)  
 Password: ..... (no more than 12 characters)  
 \* These details are your primary identifiers for this account

**2** Username: ..... @node1.com.au (no more than 12 characters)  
 Password: ..... (no more than 12 characters)

**3** Username: ..... @node1.com.au (no more than 12 characters)  
 Password: ..... (no more than 12 characters)

**4** Username: ..... @node1.com.au (no more than 12 characters)  
 Password: ..... (no more than 12 characters)

**5** Username: ..... @node1.com.au (no more than 12 characters)  
 Password: ..... (no more than 12 characters)

- + Node1 will contact you if your preferred username(s) are unavailable.
- + Node1 offers 5 free email addresses per connection. If you require more, please contact the office for pricing information.

**Section 3: Other Requirements**

- 1) Do you require a wireless router?  No  Yes, \$69.00 on first monthly invoice.
- 2) Do you require surge protection?  No  Yes, Price will be provided by signup staff \$ \_\_\_\_\_
- 3) Do you require Anti-Virus protection software?  No  Yes, Please choose a plan below:  
 It is recommended that all computers that will be connected to the internet be protected against virus infections, which are widespread on the world wide web. This protection will be installed at no extra cost provided there is not already a previous infection or old anti-virus software installed on the system. Node1 recommends ESET's NOD32 antivirus system
- 1 Computer Licence for:  1yr \$53.00  2yrs \$85.00  3yrs \$111.50
- 3 Computer Licence for:  1yr \$95.00  2yrs \$152.20  3yrs \$199.80

**Section 4: Plan and Pricing Options**

<b>SPEED</b>	<b>AMOUNT</b>	<b>PRICE</b>	<b>✓</b>
Up to 10mbps / 384kbps	5GB	\$29.95	
	50GB	\$39.95	
	250GB	\$59.95	
	1000GB	\$99.95	
	UNLIMITED*	\$169.95	
Up to 20mbps / 1mbps	5GB	\$34.95	
	50GB	\$49.95	
	250GB	\$69.95	
	1000GB	\$119.95	

You are charged a fixed monthly fee no matter how much data you download.

All Plans are Shaped - Connection limited to 512k/72k after download limit reached

\*Minimum 12 month commitment.

**Section 5: Connection Fees**

\$50.00 New Connection Fee

Charges listed above are one-off, up front fees that will be billed as soon as your connection has been established.

**Section 6: Payment Options**

**Credit Card Payment:**



Name on Card: .....

Card Number:

Expiry:

/

I understand that by signing this section, I authorise Node1 to debit the above nominated credit card the relevant connection fee, the ongoing monthly fee based on the payment plan selected, plus any additional equipment I may have nominated on this form. I understand that if I do not want my credit card to be charged for any of my monthly fees during my contract, I must provide at least 2 working days notice. I understand that Credit Card Payments Attract a fee of \$1.10 per card use.

Signature: .....

Date: ...../...../20.....

**Other payment methods:** Payment can also be made by:

Cash, Cheque, or Direct deposit

B-Pay

Details of these payments will be on your monthly invoice. Please note the usage of these payment methods requires full payment to be made by the due date on your invoice, otherwise your service may be suspended without notice. Cheques must be presented to Node1 prior to invoice due date to allow time for the funds to clear.

**Section 7: Acknowledgement of Terms & Conditions**

Please read the attached Terms & Conditions Section before signing this declaration.

This section acknowledges acceptance of the attached Terms & Conditions, fees and charges, and confirms your order.

By signing this form, I agree to abide by the Terms and Conditions of Node1 Internet. I understand the access plan I am subscribing to, and the restrictions, limits, charges and other features of it. I also understand Node1 Internet relies on a third party installation company for the connection of services, and therefore cannot guarantee connection provisioning times. Node1 Internet endeavours to have all connections active within 7 days of request of service.

I confirm the information provided in this application is true and correct at time of application.

Customer Signature: .....

Customer Name: .....

Date: ...../...../.....

Customer acknowledges receiving of a copy of the Terms & Conditions

## Section 8: Terms & Conditions

Logic IT Solutions Pty Ltd  
Trading as Node1 Internet  
ABN 14 408 523 096  
ACN 137 819 875

### Definitions

"*Agreement*" means these general terms and conditions, together with any specific terms and conditions associated with each order of service from Node1 Internet.

"*Service*" means access to and use of Node1 Internet's network, computer resources, and data storage facilities, and third party facilities, including communication equipment, computer resources and stored data.

### Provision of Service

Node1 Internet will provide the Service to the Customer in accordance with the terms of this agreement, using what it considers to be the most appropriate means available from time to time.

### Quality of Service

Node1 Internet is provided to delivering data transfer speeds at or as close as possible to your allotted plan speeds but provides no guarantees due to factors outside of Node1 Internet's control including but not limited to: existing computer configuration, geography and third party network providers. Speed of any data service advertised is the maximum speed capable, actual experience may differ.

### Service Availability

While Node1 Internet endeavours to make its service available 24 hours a day, 7 days a week (except for network maintenance, which Node1 Internet will notify in advance where reasonably possible), Node1 Internet does not guarantee that the customer will have access to the service at all times.

### Customer Responsibility and Acceptable Use Policy

The Customer is wholly responsible for its data and software—for example—should retain a backup of data or software to maintain or replace any customer data stored on Node1 Internet's facilities.

The Customer must not reveal to others its account access password, nor assign, transfer or delegate the Customers responsibilities and obligations to any other person. The Customer is responsible for any charges incurred through use of its account access password.

The Customer agrees to use the Service for legal purposes only and the transfer or storage of any material through the Service that breaches any law or regulation is strictly prohibited. This includes but is not limited to, data, material and information that is protected by copyright, or that is obscene, slanderous, discriminatory, threatening or in breach of any law or regulation.

The Customer is liable for any fines, fees or damages charged to Node1 Internet or any other party because of the Customer's actions.

Node1 Internet's preferred and primary form of communication with its customers is via email, and the Customer must provide up to date contact details including phone, email and address at the time of ordering any service, and on any subsequent change of those details.

### Payment and Service Fees

All accounts are payable in advance. If an account is not paid by the due date, the Customer's internet connection may be disconnected without notice. It is the Customer's responsibility to notify Node1 Internet if they are unable to pay their account on time for any reason. If the Customer is in the position of being contracted to Node1 during the time of their disconnection they will be liable to pay all monthly fees while disconnected due to non-payment.

Node1 Internet may charge the Customer interest on any overdue amounts at the rate of 1.5% per month on the outstanding balance. In the event that an outstanding balance is referred to a Debt Collection agency, the Customer will also be responsible for all fees and charges incurred.

Any billing disputes must be lodged in writing via email to [accounts@node1.com.au](mailto:accounts@node1.com.au) or by post to PO Box 2778, Geraldton WA 6531 within 7 days of receipt of the invoice. Any amounts within an invoice that are not disputed must be paid within the payment terms to avoid loss of service.

### Exclusion of Liability

Node1 Internet accepts no liability for loss resulting from use of the service unless that liability cannot be excluded by law—in which case, Node1 Internet limits its liability to re-supply or replacement of the goods or services.

### Variations of the Agreement

Node1 Internet may vary these terms and conditions (including pricing and any other terms) at any time.

If Node1 Internet varies these terms after the Customer has been given access to the Service, and the customer is materially worse-off, Node1 Internet will give the customer 30 days notice of that change (unless any change is required by law or necessary to prevent fraud or for security or technical reasons, in which case Node1 Internet will give the Customer as much warning as it reasonably can).

## ***Section 8: Terms & Conditions***

### **Cancellation Policy**

Either party may terminate this agreement at the end of any contracted period, or—if there is no contracted period, at any time by giving thirty days written notice.

In the case of a service being closed by either party outside of any contract period, the service will be terminated at the end of the billing period closest to the final days of the notification period.

If, in Node1 Internet's reasonable opinion, the Customer breaches the terms of this Agreement, Node1 Internet may terminate the Customer's access without notice and without credit or refund.

If the Customer has committed to a fixed term contract (ie. 12 or 24 months) and terminates the contact before the end of term, a cancellation fee will apply. The cancellation fee may consist of the following components, depending on your contract agreement;

- 1) A pro-rated cancellation fee for the monthly payments remaining on your minimum term
- 2) Any hardware being purchased on our 24 month contract payment plan option, will either need to be returned and a credit issued for payments already made, or the remaining amount owing on the hardware is to be paid in full along with the cancellation fee.
- 3) Free installations provided with our 12 month contract will require payment. This fee is equal to \$250.00

### **Privacy Policy**

Node1 Internet is committed to ensuring the privacy of your personal information. We understand that the privacy of your personal details is important to you, so we have put in place a series of robust policies, procedures, software and hardware that will ensure that your privacy is protected at all times.

*\*Visitor Information*—Our web server collects anonymous statistical data for informational purposes. No attempt is made to identify visitors in this process.

*\*Email Address*—Your email address may be used to notify you of changes or improvements at Node1 Internet, or other important information. If at any time you no longer wish to receive such information, we are more than happy to meet your request.

*\*Transmitted Data Security*—The data you transmit via Node1 Internet's forms is passed via a secure server. In addition, all information is collected by Node1 Internet is stored on a secure database server, protected by stringent security policies.

Node1 Internet does not monitor or judge the content of information transmitted using any service, but will investigate complaints of possible inappropriate use.

In the course of any investigation Node1 Internet will use its reasonable endeavours to safeguard the privacy of all parties and will follow the guidelines given in this policy and in Node1 Internet's privacy policy. However, where required to do so, Node1 Internet may disclose a customer's account details or activity logs or other information relevant to the customer's services.

### **Acceptable Use Policy**

Node1 Internet provides businesses and consumers with a variety of information technology related products and services, including fixed and wireless internet access, web hosting and communications services.

This Acceptable Use Policy defines the circumstances and the terms and conditions upon which customers may use Node1 Internet's services, with a view to ensuring the integrity, security, reliability and privacy of the Node1 Internet network, systems, products and services.

### **Introduction**

In summary, the intention of the Node1 Internet acceptable use policy is to ensure that our customer's receive an excellent service where they operate within the limits of their agreement with Node1 Internet and within the law and good Internet practice.

Customers must act responsibly in their use of resources on Node1 Internet's network.

If customers go outside those limits, they may directly impact users across the network, as well as Node1 Internet's ability to economically provide a service to all other customers.

Where Node1 Internet transfers any customer account to a third party, it will notify the Customer by email, and transfer any of the Customer's confidential data in a secure manner to the third party, and also seek to ensure that the third party holds that data in a secure manner, to ensure its ongoing protection.

Generally speaking, customers will be restricted in what they can do if they are outside their agreed limits (for example, once you exceed your agreed plan cap, your service will be substantially slowed down)

## Section 8: Terms & Conditions

*Customers may be removed from the network (temporarily, or permanently if appropriate) if they have a significant effect on the network—such as illegal activity or substantially more than agreed plan usage, for example.*

Many 'peer to peer' programs (such as file sharing programs) and other network intensive applications, will continue to send and receive files across the network even without active customer intervention. Node1 Internet strongly recommends against the use of such programs on an uncontrolled basis (that is, without specific awareness of the volume of data being transmitted and received). It is quite possible that customers will substantially exceed their agreed plan caps with such a program running, and then be removed from the network until the following period.

For the purposes of this document, a customer is any person or entity that purchases, uses or receives a service from Node1 Internet. Every customer must comply with this policy.

### Prohibited Activities

The following activities are violations of this policy, an abuse of the Node1 Internet network, and are prohibited:

1. Illegal Use, Threats and Harassment: Using the service to transmit any material that, intentionally or unintentionally:
  - A) violates any applicable local, state, national or international law, or any applicable rules or regulations;
  - B) threatens or encourages bodily harm or destruction of property;
  - C) harasses another.
2. Fraudulent activity: Using the service to make fraudulent offers to sell or buy products, items or services or to advise any type of financial scam such as "pyramid scheme", and chain letters.
3. Spam: Sending unsolicited commercials, messages or communications or unsolicited bulk email in any form or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature.
4. Forgery or Impersonation: Adding, removing or modifying indentifying information (including any network header information) in an effort to receive or mislead or attempting to impersonate any person by using forged headers or other indentifying information.
5. Unfair and inappropriate use of resources: Using unreasonably excessive resources on Node1 Internet's network, or otherwise degrading or interfering with any other customer's use of a service or adversely affect the integrity, security, or service levels of the Logic IT Solutions network.
6. General: Engaging in any activity that:
  - A) threatens the integrity or security of any network or computer system (including transmission of worms, viruses and other malicious code and accessing any device or data without proper authorisation);
  - B) attempts to use the service in a manner so as to avoid incurring charges which would otherwise be applicable;
  - C) violates generally accepted standards of Internet or other network conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning and unauthorised system penetrations.

If Node1 Internet becomes aware of or suspects any prohibited activity, it may:

- i. Suspend or terminate a customer's service at any time;
- ii. Deny traffic for the purpose of preserving Node1 Internet's (or the customer's) system and network resources;
- iii. Where feasible, implement technical mechanisms to prevent a prohibited activity;
- iv. Charge the customer for administrative costs associated with prohibited activities of the customer including recovery of costs of indentifying offenders and removing them from or discontinuing their service;
- v. Remove any materials that, in Node1 Internet's sole discretion may be illegal, may subject Node1 Internet to liability or that may violate this policy;
- vi. Co-operate with legal authorities or third parties in the investigation of any suspected or alleged crime, civil wrong or prohibited activity.

### General

Customer's are responsible for protecting any access codes of other security measures for use of or access to a service.

Customers must not use or permit anyone to use the Node1 Internet network or service to guess passwords or access other systems or networks without written authorisation.

Customers must comply with any security requirements the Node1 Internet may notify from time to time.

Node1 Internet may limit the usage of specific traffic type, such as peer to peer traffic from time to time, to ensure the efficiency of the overall network.

Node1 Internet may change this policy from time to time. Any changes to the policy will be posted on the Node1 Internet website at ([www.node1.com.au](http://www.node1.com.au))