

pivotel. Network Service Application

ORIGINAL

NSA No. P

Pivotel Satellite Pty Ltd
 Locked Bag 100, Southport QLD 4215
 ABN 81 099 917 398
 www.pivotel.com.au

MULTIPLE CONNECTIONS: NO YES (if Yes, Please attach Annexure Form)

FIELDS MARKED WITH A (+) ARE OPTIONAL

DATE

EXISTING CUSTOMER: YES NO

DEALER CODE:

EXISTING CUSTOMER No./
NEW ACCOUNT NUMBER

DEALERSHIP NAME:

AUTHORISATION CODE:

INDIVIDUAL/SOLETRADER

SOLE TRADER ABN

TITLE NAME

TRADING NAME

CURRENT STREET ADDRESS

STATE POSTCODE TIME AT ADDRESS YEARS MONTHS
(if less than 3 years)

PREVIOUS ADDRESS

STATE POSTCODE TIME AT ADDRESS YEARS MONTHS
(if different to current)

BILLING ADDRESS

STATE POSTCODE (must be a landline)

TELEPHONE No. DAYTIME () EVENING ()

EMAIL *

DATE OF BIRTH

EMERGENCY CONTACT *

RELATIONSHIP * CONTACT No. *

COMPANY

ACN/ABN

REGISTERED COMPANY NAME

TRADING NAME

REGISTERED STREET ADDRESS

STATE POSTCODE

TELEPHONE No. FAX No. *

EMAIL *

BILLING ADDRESS *

STATE * POSTCODE *

APPLICANT NAME

POSITION HELD

(Must send copy of connection request on company letterhead or supply copy of company purchase order when completing this section)

EMPLOYMENT STATUS

PERMANENT AUSTRALIAN RESIDENT: YES NO RETIRED UNEMPLOYED

CURRENT EMPLOYER

TIME AT CURRENT EMPLOYER YEARS MONTHS

POSITION HELD

EMPLOYER TELEPHONE No. DAYTIME ()

GROSS YEARLY INCOME <25K 26-50K 51-75K 76-100K 101K & ABOVE

IDENTIFICATION (must be current and showing current address)

DRIVER'S LICENCE No. EXPIRY DATE

CURRENT AUST. PASSPORT No.

MASTERCARD VISA MEDICARE RATE NOTICE TELEPHONE BILL

BANK STATEMENT AMEX DINERS CARD UTILITIES RENTAL LEASE

GOVERNMENT LETTER (eg. Tax file return) EFTPOS CARD OTHER

PAYMENT

PAYMENT METHOD REMITTANCE DIRECT DEBIT
(please complete the Direct Debit authority form)

ENQUIRY PASSWORD

For security purposes you will be required to quote this password when contacting Pivotel for your enquiry.

SECURITY DEPOSIT REQUIRED YES NO AMOUNT \$

(Pivotel Use Only)

SATELLITE SERVICE

SATELLITE NETWORK: GLOBALSTAR (OR) IRIDIUM

PLAN USERNAME/COST CENTRE

SIM No.

GOVERNMENT SUBSIDY: YES NO REF No.

NEW NUMBER: YES (OR) PORTING

SATELLITE EQUIPMENT

IMEI/ESN No.

EQUIPMENT PROVIDER: PIVOTEL (OR) CUSTOMER/OTHER

VEHICLE KIT SERIAL No.

CELLULAR SERVICE

SECOND SIM OPTION (PIVOT 12 CELLULAR ONLY): YES (OR) NO

NETWORK OPTION: SWIFT (OR) CLASSIC

SIM No.

NEW NUMBER: YES (OR) PORTING

TERMS OF APPLICATION

You agree that this is an application by you to Pivotel Satellite Pty Limited ABN 81 099 917 398 ('Pivotel') for connection to and the supply of telecommunications services (the 'Pivotel Service'). You acknowledge that Pivotel may decline your application without providing you a reason. You agree that if your application is accepted by Pivotel your use of Pivotel Services will be according to Pivotel's Standard Agreement (a summary of the material terms of which have been provided to you). You acknowledge that you have read the summary, which includes information relating to you discontinuing your use of Pivotel Services either prior to, at the end of, or anytime after the end of your initial term. The summary also advises that fees and charges are payable by you during your agreement with Pivotel, and upon termination if you terminate before the end of your initial term. You can obtain a copy of Pivotel's Standard Agreement from Pivotel upon request, or by visiting www.pivotel.com.au. Alternatively you can purchase a copy by contacting the Australian Communications and Media Authority. The acknowledgement below sets out the initial term of your agreement with Pivotel. By signing below you acknowledge that the items below have been properly explained to you and that you have read and agreed to be bound by the terms of this application and, if accepted, by Pivotel's Standard Agreement. You acknowledge that your agreement to be bound applies even if you are attempting to port a number and the port fails. Additionally you warrant that the information you have provided to Pivotel as set out in this application is accurate. If your application is accepted, you consent to Pivotel using your personal information in accordance with the terms of Pivotel's Standard Agreement. Your application will be deemed accepted upon your connection to the Pivotel Service.

Globalstar Satellite Constellation Performance: The Globalstar satellite constellation is affected by age-related performance anomalies. This may present as significant time gaps when a satellite signal is not available. Globalstar Inc (USA) plans to commence a satellite replacement program in 2009 to address this issue.

I have read the above statement, and verified my expected Globalstar performance using the online Optimum Satellite Availability Tool (www.pivotel.com.au/osat.php). I understand that the performance of the Globalstar network may affect my use of mobile satellite services. By selecting the Globalstar Satellite Network option, I acknowledge and accept these limitations.

I acknowledge that the initial term length of my contract with Pivotel Satellite will be for 24 months/ months (if initial period is not 24 months) from the date I first connected to the network.

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|--|---|--|--|
| <input type="checkbox"/> TERMS OF AGREEMENT EXPLAINED | <input type="checkbox"/> ITEMISED BILLING EXPLAINED | <input type="checkbox"/> IDD ACCESS EXPLAINED | <input type="checkbox"/> EQUIPMENT OPERATION EXPLAINED |
| <input type="checkbox"/> 14 DAY PAYMENT TERMS EXPLAINED | <input type="checkbox"/> MINIMUM TARIFF PLANS & PRORATA EXPLAINED | <input type="checkbox"/> INTERNATIONAL ROAMING EXPLAINED | <input type="checkbox"/> DATA SERVICES EXPLAINED |
| <input type="checkbox"/> SATELLITE SERVICE OPERATION EXPLAINED | <input type="checkbox"/> PAYMENT OPTIONS EXPLAINED | <input type="checkbox"/> SPECIAL CALLS EXPLAINED | <input type="checkbox"/> SECOND SIM OPTION EXPLAINED |
| <input type="checkbox"/> CREDIT INFORMATION DISCLOSURE EXPLAINED | <input type="checkbox"/> VALUE ADDED SERVICES EXPLAINED | | |

APPLICANT'S SIGNATURE _____ NAME OF SIGNATORY (please print) _____ DATE _____

SALESPERSON'S SIGNATURE _____ NAME OF SIGNATORY (please print) _____ DATE _____

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APPLICANT'S SIGNATURE _____ NAME OF SIGNATORY (please print) _____ DATE _____

SALESPERSON'S SIGNATURE _____ NAME OF SIGNATORY (please print) _____ DATE _____

IMPORTANT NOTICE TO APPLICANT(S) FOR CREDIT (SECTION 18(E)(1) PRIVACY ACT 1988)

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

Pivotel may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you; and
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, driver's licence number, or passport number;
- your application for credit or commercial credit - the fact that you have applied for credit and the amount;
- the fact that Pivotel is a current credit provider to you;
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started;
- advice that your loan repayments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of Pivotel you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations);
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once; or
- that credit provided to you by Pivotel has been paid or otherwise discharged.

Pivotel's Privacy Policy

Pivotel is committed to protecting the privacy of your personal information.

Pivotel is bound by and complies with the National Privacy Principles contained within the *Privacy Act 1988* (Cth) and the *Privacy Amendment (Private Sector) Act 2000* (Cth), and the obligations set out in Part 13 of the *Telecommunications Act 1997* (Cth).

You can request us to provide you with a copy of the Pivotel Privacy Policy which sets out, generally, what sort of personal information we hold, and for what purposes we collect, hold, use or disclose that personal information. Requests for access to the Pivotel Privacy Policy or to your personal information can be made by telephoning our Customer Care team on 1300 882 448 or by sending an email to mail@pivotel.com.au.

Contacting Pivotel

You can contact Pivotel by calling our Customer Care team on 1300 882 448, or by sending an email to mail@pivotel.com.au. If you need to write to us, our contact details are:

Pivotel Satellite Pty Limited
Locked Bag 100
Southport Mail Centre QLD 4215

SUMMARY OF STANDARD AGREEMENT FOR PIVOTEL SERVICE

1) This is a summary of the terms and conditions for your Pivotel Service. The full terms and conditions are contained in Pivotel's Standard Agreement which is available on request from Pivotel Satellite Pty Limited ABN 81 099 917 398 ('Pivotel'), and at www.pivotel.com.au. The Standard Agreement is binding on you.

2) The Pivotel Service may include access to any of the following Services, all of which are acquired by the Customer from Pivotel:

- Globalstar/CDMA Service:** which incorporates both the Globalstar Service and the CDMA Service. The Globalstar Service provides the Customer with access to the Globalstar Network within the coverage area of the Globalstar Network in Australia. Pivotel provides the CDMA Service using the Telstra CDMA Network within the coverage area of the Telstra CDMA Network, and for the period until the Telstra CDMA Network is closed. The Telstra CDMA Network is scheduled to close no earlier than 28 April 2008;
- Globalstar/GSM Service:** which incorporates both the Globalstar Service and the Swift Service. The Globalstar Service provides the Customer with access to the Globalstar Network within the coverage area of the Globalstar Network in Australia. Pivotel provides the Swift Service using the Vodafone Network within the coverage area of the Vodafone Network, which is capable of supporting both 2G/GSM Services and 3G Services;
- Iridium Service:** Pivotel provides the Iridium Service using the Iridium Network. The Iridium Service is a SIM based service using a single mode satellite handset. When the SIM is inserted into a GSM Compatible Handset, the Iridium Service incorporates the Swift Service. Pivotel provides the Swift Service using the Vodafone Network, which is capable of supporting both 2G/GSM Services and 3G Services;
- Classic Service:** Pivotel provides the Classic Service as a standalone 2G/GSM Service using the Telstra Network within the coverage area of the Telstra Network;
- Swift Service:** Pivotel provides the Swift Service which is capable of supporting both 2G/GSM Services and 3G Services using the Vodafone Network, within the coverage area of the Vodafone Network;
- Globalstar Simplex Service:** Pivotel provides a one-way messaging service from Globalstar Simplex Devices connected to the Globalstar Simplex Network within the coverage of the Globalstar Simplex Network; and
- TracerTrak Service:** Pivotel provides an Internet based tracking and telemetry service. The TracerTrak service may incorporate the Globalstar Simplex Service, the Iridium Service, the Swift Service, and the Classic Service. The TracerTrak Service is accessed on the Internet using login details which include username, password and account details. The Customer is responsible for maintaining the security of their login details to prevent unauthorised access or use of their TracerTrak account.

3) The Globalstar dual-mode handsets can access either the Globalstar Service or the Cellular Service:

- The Globalstar/CDMA dual-mode handset will automatically search for the Globalstar Service when the satellite antenna is extended, otherwise the dual-mode handset will search for the Cellular Service when the Telstra CDMA Network can be found. The Globalstar/CDMA dual-mode handset requires one subscription and one mobile number for both the Satellite and the Cellular Service; and
- The Globalstar/GSM dual-mode handset may be set to automatically search for the Cellular service and only look for the Globalstar Service once you move outside the

Vodafone GSM coverage, or the Vodafone GSM network cannot be found. Similarly the Globalstar/GSM handset may be set to automatically search for the Globalstar Service and only look for the Cellular Service when the Globalstar Service cannot be found. The Globalstar/GSM dual-mode handset requires one SIM card for both the Globalstar Service and the Cellular Service

- In order to make and receive calls in using either the Globalstar Service or the Iridium Service, the handset antenna must be extended upwards towards the sky and you must have a clear view of the majority of the sky. The Globalstar Service provides coverage across mainland Australia, Tasmania and up to 500 nautical miles out to sea. The Iridium Service is a global service. Some exclusion zones and coverage restrictions apply.
- For the Globalstar/CDMA and Globalstar/GSM dual-mode services, the Globalstar Service is billed at the Globalstar rates and the Cellular Service is billed at Cellular rates. The Globalstar rates will generally be higher than Cellular rates for equivalent calls. The Iridium Service at the Iridium rates, the Classic Service at the Classic rates, the Swift Service at the Swift rates, the Globalstar Simplex service at the Globalstar Simplex rates, and the TracerTrak service at the TracerTrak rates.
- When receiving calls to Pivotel Services, the calling party will pay the usual charges for calls made to a mobile handset. When using Globalstar mode on some Pivotel pricing plans, you must pay charges for calls you both make and receive. For these pricing plans, ordinary calls received by you in Satellite mode will be billed to you (unlike the Cellular Service).
- You agree that Pivotel may receive or disclose personal information or documents about you for the following purposes:
 - to a credit reference agency to obtain a consumer credit report about you and or to allow the credit reporting agency to create and maintain credit information about you. This information may be given before or during the provision of credit to you;
 - a credit reporting agency may disclose personal information from your consumer credit information file to Pivotel for the purpose of assessing an application for commercial credit by you and for the purpose of collection of payments that are overdue in respect of any commercial credit provided by Pivotel;
 - Pivotel may exchange information about you with another credit provider to assess an application by you for credit, to notify other credit providers of a default by you, to assess the status of this loan whether you are in default with other credit providers, and to assess your credit worthiness. You acknowledge that the Information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that the credit providers are allowed to exchange under the *Privacy Act 1988* (Cth); and
 - Pivotel may disclose personal information or documents about you to Law Enforcement agencies to assist in the prevention of criminal activities.
- Pivotel may require a security deposit from you depending on Pivotel's assessment of your creditworthiness. The Standard Agreement set out circumstances and terms under which a security deposit is required and managed by Pivotel.
- If you request us to, or we validly discontinue your connection within your initial term, you must pay us:
 - the access charges for the remaining months of the initial term;
 - an early termination fee as set out in the tariff which forms part of the Standard Agreement (Tariff); and
 - all outstanding fees and charges payable by you for the Pivotel Service.
- We will invoice you for the Pivotel Services in accordance with the pricing plan you have selected on your application form. You can obtain a copy of our fees and charges for this pricing plan from us upon request by calling our Customer Care team on 1300 882 448. We may vary these fees and charges from time to time.
- Unless otherwise agreed, we will invoice you monthly and post a copy of your invoice to your nominated billing address. You must pay each invoice within 14 days from the date of the invoice (unless you have arranged with us to pay your invoices by direct debit or credit card). We may charge you interest on overdue accounts and a late payment fee which is set out in the Standard Agreement (Tariff). You will be responsible to pay for all calls made using the Pivotel Service even if you did not make them.
- Although we will take all reasonable steps to make sure you receive the Pivotel Service within the relevant coverage area for the Service, the Pivotel Service is not free from faults or interruptions. Certain factors, such as network congestion, satellite or satellite gateway downtime and maintenance, and obstructions or interference such as that encountered in buildings may mean you will not receive the Pivotel Service in certain areas at certain times.
- We retain ownership of the SIM card if one is provided for your Pivotel Service. You must return this to us upon disconnection of the Pivotel Service. We may charge you a SIM card replacement fee if you fail to return the SIM card within 30 days from disconnection. Please inform us immediately if you lose, or damage is caused to, your SIM card. We will then disconnect or bar your connection (you will be responsible for all usage charges up to that time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault.
- If you have a complaint about your Pivotel Service you should try to resolve it first with Pivotel by contacting us on 1300 882 448, or informing us by email to mail@pivotel.com.au, or by writing to us at Pivotel Satellite Pty Limited, Locked Bag 100, Southport Mail Centre QLD 4215. If you are unhappy with how your complaint is being resolved, you may contact the Telecommunications Industry Ombudsman (TIO) or the Office of Fair Trading in your State or Territory.
- You have rights under the *Trade Practices Act 1974* (Cth). Subject to that Act, we are not liable to you for any breach of any express or implied terms, conditions or warranties. Where we are unable by law to exclude our liability, but we are permitted to limit our liability, our liability for such breaches is limited, at our choice, to:
 - if the breach relates to goods, the replacement or repair of the goods;
 - if the breach relates to services, the re-supply of those services, or paying for the cost of having those services re-supplied.
- You cannot assign your Pivotel Service agreement without our consent. We can assign or novate the agreement to our nominee without your consent.
- There are certain events that may result in us suspending, restricting or disconnecting your Pivotel Service. These events are set out in the Standard Agreement.
- We may vary the terms of the Standard Agreement from time to time. If the variation is detrimental we will advise you of the variation by placing a notice in your bill or otherwise writing to you in a manner which complies with the *Telecommunications Act 1997* (Cth).