



• Internet Access • Broadband • Web Hosting • Corporate

Exchange Email Hosting Application Form

Postal Address: PO BOX 634 Toowong DC, QLD 4066 Email sales@ecn.net.au
Telephone 1300 790 111 Website www.ecn.net.au
Facsimile 1300 790 112 ABN 75 082 665 905

Plan Options

Please tick the Plan Option you wish to proceed with

Exchange 5GB

1 Exchange Account with 5GB Storage Space

\$14.95 / Month

Exchange 20GB

1 Exchange Account with 20GB Storage Space

\$19.95 / Month

Activation Options

Please tick the Activation Option you wish to proceed with

\$0.00

I have an existing Hosted Exchange configuration

\$0.00

I require a new Hosted Exchange configuration

Plan Details

Please provide Information for all of the below fields

Domain Name for Exchange Hosting: (Essential)

Details for Requested Exchange Email Address: (Essential)

Email Address: _____

Preferred
Display Name _____

Preferred
Password: _____

Billing Details

Existing Account

Account Name: _____ Account Number: _____

OR

New Account

Customer Name: _____ Contact Name: _____

ABN: _____ Email: _____

Telephone: _____ Mobile: _____

Street Address: _____

Method of Payment (Essential)

- Bank Transfer - Name: ECN Pty Ltd, BSB: 804-059, Acc #: 305 808
 Online - <https://my.ecn.net.au/paynow.aspx>
 Direct Debit - Please provide below information:

Card Number: _____

Expiry: _____ CCV: _____

Name on Card: _____

Signature of Card Holder: _____

Agreement:

1. Credit terms are strictly 14 days from date of invoice.
2. Any claims arising from invoices must be made within seven working days of receipt of invoice.
3. All invoices must be paid in full pending investigation and resolution of any disputed amounts. A credit will be raised and applied against your account where a billing error has been identified.
4. Interest and penalties map apply where this account exceeds ECN Pty Ltd credit terms.

Customer Declaration

My signature indicates acceptance of ECN's Terms and Conditions as a duly authorised representative of the customer.

Signature: _____

Date: ____/____/____

Print Name: _____

Title: _____



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Email Hosting Terms & Conditions

Postal Address	PO BOX 778, Indooroopilly QLD 778	Email	sales@ecn.net.au
Telephone	1300 790 111	Website	www.ecn.net.au
Facsimile	1300 790 112	ABN	75 082 665 905

ECN Pty Ltd (ECN) (we, us) has agreed to provide you, and you agree to purchase, the service as requested in the Service Application Form (the Service) and in accordance with:

- (i) the general Terms and Conditions set out on this page (General Terms); and
- (ii) any other service descriptions and conditions that we agree with you.
- (iii) In the event of any inconsistency between the General Terms and any other provision of the Agreement, the General Terms will prevail to the extent of that inconsistency.

1. Minimum Term

The minimum term of your agreement with us is 12 months from the date your hosting account is made available for your use (Initial Term). If after the expiry of the Initial Term we continue to supply you with the Service then your agreement with us will be extended for successive periods of 3 months, subject always to the right to terminate by either party on providing 30 days' notice in writing. Yearly plans roll over every 12 months, no refund is available for cancellations within the 12 month billing period.

2. General Conditions of Service

By signing this agreement, you agree to and acknowledge the following:

- (i) The client is required to maintain contact details up to date. ECN will use those details to contact you if required.
- (ii) ECN will backup information for disaster recovery purposes. In the even of failure, ECN will restore the most recent backup available. ECN provides no warranty as to the usability of the backup stored and requires that customers maintain a full current copy of all data.
- (iii) ECN will perform maintenance (both scheduled and unscheduled) from time to time. Where possible ECN will notify the customer of such maintenance but is not required to do so.
- (iv) ECN may, at its discretion disconnect or disable the account if:
 - a. any site or application causes or by way of connection allows to cause ECN Pty Ltd network performance degradation.
 - b. ECN Pty Ltd is directed to disconnect the service under state or federal law.
- (v) In the case of clause 2(iv) above the customer has no claim against ECN Pty Ltd, ECN Pty Ltd Staff, ECN Pty Ltd shareholders or ECN Pty Ltd directors for any losses either directly or indirectly by an action performed in clause 2(iv).

3. Use of the Service

You agree to comply with the ECN Pty Ltd Acceptable Usage Policy (see www.ecn.net.au) which is summarised as follows:

- (i) not to send e-mail that may destroy or damage an e-mail recipient's computer;
- (ii) not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;
- (iii) not to reveal confidential information about ECN Pty Ltd and/or its suppliers which may result in unauthorised usage of the Services by a third party;
- (iv) not to transmit information which contains viruses or other harmful components;
- (v) not to interfere, damage or destroy computer system operations of the Services including disobeying any requirements, procedures, policies or regulations of ECN, other users and/or third parties; and
- (vi) not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.

4. Cancellations

All cancellations of service must be in writing. Cancellations received will be effective the last day of the current billing period for which the service is being cancelled in. Please ensure cancellations are submitted in writing to service@ecn.net.au 30 days prior to the end of your current billing period. Refunds are not available for services cancelled within their current billing period.

5. Payment

You will pay us the applicable fees for the Service within 14 days of receiving our invoice. Should you not pay the fees by the due date then we reserve the right to charge interest on such amounts outstanding on a daily basis from the due date to the date of payment at the rate of 3% above the per annum overdraft rate charged by Westpac Banking Corporation Ltd (or a similar Australian bank) from time to time.

We reserve the right to terminate or suspend the Service in the event of a breach of this agreement.

6. Provision of Services:

Subject to the other provisions of these General Terms and you paying the fees we agree to provide the Service to you in accordance with all laws and regulations and with all reasonable care and skill in accordance with these General Terms.

7. Minimising Inconvenience

We shall use our best endeavours to ensure that the carrying out of routine maintenance work causes as little inconvenience and disruption to you as practicable in the circumstances.

8. Liability

8.1 Exclusions

(i) Save as provided by statute or otherwise expressly stated in these General Terms, the following provisions set out the entire liability of the parties (including any liability for the acts and omissions of its employees, agents and sub-contractors) to each other arising as a result of negligence or any breach of its obligations under these General Terms, but nothing in these General Terms shall exclude or limit the parties' liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

(ii) Neither party (the Defaulting Party) shall be liable to the other (the Non-Defaulting Party) for loss of profits, contracts or goodwill or any type of economic, indirect, consequential or special loss or damage (including loss or damage suffered by the Non-Defaulting Party as a result of an action brought by a third party) even if such loss or damage was reasonably foreseeable.

8.2 Limitation

(i) Subject to paragraph (ii), the Defaulting Party shall be liable to the Non-Defaulting Party for direct loss or damage incurred by the Non-Defaulting Party.

(ii) The total liability of a party to the other party hereunder in any period of 12 months during the term shall not exceed 100% of the fees payable by the customer during such period of 12 months.

9. Termination

Either party may terminate this agreement without payment of compensation or other damages by giving notice in writing to the other party if any one or more of the following events happens:

(i) a party commits a material breach of its obligations under these General Terms which is incapable of remedy;

(ii) a party fails to remedy, where it is capable of remedy, any breach of its obligations under these General Terms within a period of 30 days after having been required in writing to remedy or desist from such breach;

(iii) a party is insolvent within the meaning of s 95A of the Corporations Act 2001 (Cth) or calls a meeting for the purpose of passing a resolution to wind it up or enter into administration.

10. Governing Law

These General Terms are governed by the law in Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

Customer Declaration

Signature: _____

Date: ____/____/____

Print Name: _____

Title: _____