



# Client Information Form (CIF) Credit Account Application (CAA)

UC8 Australia Pty Ltd ABN 51 666 810 215 ("UC8")

**1300 804 880**

Level 5, 131 Wickham Terrace  
Brisbane | Queensland | Australia | 4000  
info@uc8.au  
uc8.au

## PLEASE USE BLACK/BLUE INK

- 1** This is a Business application  
(see Eligibility for Services).
- One application per site location

## OFFICE USE

Client Account:

Approved Credit:

Approved By:

## 2 Client Details

Full Legal Name:

Trading As:

ABN:  ACN:

Entity Type: Sole Trader: ☐ Trust: ☐ Partnership: ☐  
Company: ☐ Not for Profit: ☐ Other:

Date Established:  (Current Owners) Registered GST: Yes: ☐ No: ☐

## 3 Business Market Sector

Market Sector: Education: ☐ Health Care: ☐ Retail: ☐ Manufacturing: ☐  
Government: ☐ Transport: ☐ Finance: ☐ Residential / Home: ☐  
Hospitality: ☐ Legal: ☐ Advertising: ☐ Building: ☐  
Entertainment: ☐ IT Industry: ☐ Other: ☐

## 4 Site Address

Address Line 1:

Address Line 2:

Address Line 3:

Suburb:  Postcode:

City:  State:

## 5 Company Contact Details

Inbound Tel :  FNN Fax:  End Point (EP): ☐

Inbound Fax :  FNN Tel:  End Point (EP): ☐

Email Address:

Web URL:

## 6 Service Details

Transfer / Churn: ☐ New Owner(s): ☐ Relocate Service(s): ☐ New Service(s): ☐

## 7 Account Terms

Monthly Reoccurring Cost (MRC), UC8 will issue an electronic invoice which will be sent to your nominated email address. Invoice are issued on the 1st day of each month but may vary from time to time.

Monthly Reoccurring Cost (MRC):	<input type="checkbox"/>	14 Days	<input type="checkbox"/>	Other	<input type="text"/>				
Equipment Purchases:	<input type="checkbox"/>	COD	<input type="checkbox"/>	7 Days	<input type="checkbox"/>	14 Days	<input type="checkbox"/>	Other	<input type="text"/>
Consumables:	<input type="checkbox"/>	COD	<input type="checkbox"/>	7 Days	<input type="checkbox"/>	14 Days	<input type="checkbox"/>	Other	<input type="text"/>

## 8 Billing Details / Accounts Person *(The best person to contact regarding accounts and payments)*

Title:	<input type="text"/>	First Name:	<input type="text"/>
Surname:	<input type="text"/>		
Position:	<input type="text"/>		
Direct Tel:	<input type="text"/>	Mobile:	<input type="text"/>
Email Address:	<input type="text"/>		

## 9 Primary Contact Person / Owner / Director *(The person who will sign this application)*

Title:	<input type="text"/>		
First Name:	<input type="text"/>		
Middle Name/s:	<input type="text"/>		
Surname:	<input type="text"/>		
Position:	<input type="text"/>		
Direct Tel:	<input type="text"/>	Mobile:	<input type="text"/>
Email Address:	<input type="text"/>		

## 10 Proof of Identity

To satisfy 100 points of identification, please attach a copy of your drivers license (front and back) or Passport. If you do not have either of these, please provide another form of photo ID and a copy of your most recent bill from the list below.

Driver License Number:	<input type="text"/>	Expiry Date:	<input type="text"/>
State/Territory:	<input type="text"/>	Date of Birth:	<input type="text"/>
DD / MM / YYYY			

### Photo ID plus

Rate Notice:	<input type="checkbox"/>
Electricity Bill:	<input type="checkbox"/>
Telephone Bill:	<input type="checkbox"/>
Rent Receipt:	<input type="checkbox"/>
18+ Card:	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>
<input type="text"/>	

### OFFICE USE

I have sighted the applicant's original identification. Evidence of the applicant's identity and site address is attached to this application form. The applicant has stated to me that the information supplied is true and correct.

Salesperson:	<input type="text"/>	
Date:	<input type="text"/>	DD / MM / YYYY
Signature		

## 11 Personal / Director Guarantee and Indemnity

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY

1. GUARANTEE the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Client and all further sums of money from time to time owing to the Seller by the Client in respect of goods and services supplied or to be supplied by the Seller to the Client or any other liability of the Client to the Seller, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, reality or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:  
(a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;  
(b) register any other document required to be registered by the PPSA or any other law; or  
(c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:  
(a) the supply of goods and/or services to the Client; or  
(b) the recovery of monies owing to the Seller by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees contract default fee and legal costs; or  
(c) monies paid by the Seller with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Client, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Client.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Seller by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
6. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Seller.
9. I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
10. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.
11. Each Guarantor agrees to grant UC8 Australia Pty Ltd ("UC8") a charge over the whole of the Guarantor's present and future undertaking, property and assets (including, without limitation, all of the Guarantor's legal and beneficial interests in freehold and leasehold land) as security for any amount owed by the Customer or the Guarantor to UC8 and each Guarantor acknowledges UC8 may lodge caveats or take any other action to enforce UC8's security over the charged property.
12. Each Guarantor acknowledges the Guarantor has had an opportunity to obtain independent legal and nancial advice in relation to this Guarantee.

## 12 Declaration / Guarantor

I certify that the above information is true and correct and that I accept the supply of credit by the Seller (if applicable). I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of UC8 Australia Pty Ltd which form part of, and are intended to be read in conjunction with this Application and Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract. I am an authorised person of the company or entity and I am authorised to enter into this agreement.

Title:

First Name:

Middle Name/s:

Surname:

Signature

Date:

DD / MM / YYYY



LAST PAGE



# Voice Application Form (VAF)

Preselect / Override / VoIP / SIP / PSTN / Mobile Phone / SLA

UC8 Australia Pty Ltd ABN 51 666 810 215 ("UC8")

## PLEASE USE BLACK/BLUE INK

**1** This is a Business application  
(see Eligibility for Services).

One application per site location

## OFFICE USE

Client Account:

Provisioning Ticket:

## 2 Customer Details

Company Name:

Trading As:

ABN:

ACN:

## 3 Site Address

Address Line 1:

Address Line 2:

Address Line 3:

Suburb:

Postcode:

City:

State:

## 4 Primary Contact Person

Title:

First Name:

Middle Name/s:

Surname:

## 5 Contact Details

FNN Tel:

Inbound Tel:

FNN Fax:

Inbound Fax:

Mobile:

Tel (AH):

Email Address:

Web URL:

## 6 Automatic Failover & Service Redirection

You can nominate a default number for automatic redirection of calls if your phone system or VoIP number fails to register on the UC8 network through a power or Internet outage, equipment failure, theft, damage or for any other reason.

You can also request a manual redirection of service to a nominated number which is not listed below. The cost of redirected calls will be billed to your account (see plan details for charges).

**6.1** Are you requesting an automatic failover service?

Yes: ☐

No: ☐

**6.2** If yes, you must nominate the default number for redirected calls:

## 7 Mobile Numbers

Please list your mobile telephone numbers below that you want to transfer to UC8.

	Service Number(s)	Service Description	SIM Cost (one-off)	MRO	Plan Code	Monthly Subscription	
1	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	} Including call charges*
2	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
3	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
4	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
5	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
6	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
7	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
8	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
9	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
10	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
11	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	
12	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	

\* Calls within Australia, Call charges apply for special service numbers and international calls.

## 8 Service Details

Please specify service details

Transfer / Churn: ☐ New Owner(s): ☐ Relocate Service(s): ☐ New Service(s): ☐

## 9 VoIP Provisioning Details

You can port your current FNN (Full National Number/s) to UC8's network or we can allocate new numbers. You will need an active Internet connection and compatible hardware for the service to work. UC8 recommends a dedicated Internet service to ensure call quality.

9.1 How many new VoIP/SIP numbers are you applying for?

9.2 How many existing numbers are you porting to UC8 ?

9.3 What VoIP/SIP interface device do you intend to use to make and receive calls?

UC8 Cloud: ☐ Softphone: ☐ IP PBX : ☐ On Premise Hardware: ☐

IP Cordless: ☐ IP Handset: ☐ ATA: ☐ Other:

## 10 Direct In Dial (DID) Number Range

This feature allows calls to be received on individual handsets.

10.1 Do you require direct in dial numbers to your handsets? Yes: ☐ No: ☐

10.2 If yes, select Qty of DID service(s) required: 10:  25:  50:  100:  Other:

10.3 Plan Code:

10.4 Monthly Subscription: \$

10.5 Administration Fee (one-off): \$

**11 Plan and Service Details**

Qty	Service Details	Installation Upfront	Unit Price	Plan Code	Monthly Cost	SIP	Inbound	Mobile	Security	Hosting	Support	Other
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**12 Contract Period**Minimum Contract Period:  Months**13 Proof of Identity**Driver License Number: Expiry Date: 

DD / MM / YYYY

State/Territory: Date of Birth: **And / Or**Rate Notice: ☐Electricity Bill: ☐Telephone Bill: ☐Rent Receipt: ☐18+ Card: ☐Other (Specify): ☐**OFFICE USE**

I have sighted the applicant's original identification. Evidence of the applicant's identity and site address is attached to this application form. The applicant has stated to me that the information supplied is true and correct.

Salesperson: Date: 

DD / MM / YYYY

Signature

## 14 Terms & Conditions | Preselect / Override / Geographical / VoIP / SIP / PSTN / Mobile Phone

### General Information

1. This application is subject to acceptance by UC8.

### 2. SERVICES PROVIDED UNDER THIS AGREEMENT

UC8 will supply the following billable services under this agreement:

- (a) National Long Distance Calls
- (b) Mobile Calls
- (c) International Long Distance Calls
- (d) Local Calls
- (e) On-net Calls (UC8 to UC8)
- (f) Other services if listed

### 3. SERVICES NOT PROVIDED UNDER THIS AGREEMENT - PSTN SERVICE WITH ANOTHER CARRIER

UC8 will not provide or be held liable for the following services:

- (a) All fixed local calls from Preselect and Override services will continue to be provided and billed by your current fixed telephone service provider (not by UC8).
- (b) PSTN Line Rental will continue to be provided and billed by your current fixed telephone service provider (not by UC8).
- (c) UC8 services will not permit carriage of calls to Directory/Operator Services (12), Free Phone Services (18), Local Rate Services (13), Premium Rate Services (19), Data Access Services (0198), Satellite Mobile Services (014), Calling Card Services (189), Paging Services (016), VPN Services (188), or UPT Services (05). Those calls are to continue being carried by your current fixed telephone service provider (not by UC8).
- (d) Your point of contact for faults related to PSTN Lines will continue to be your current fixed telephone service provider; and UC8 will not be held liable for PSTN line faults at any time during the service period.

### 4. BILLING

UC8 will bill you monthly, but reserves the right to bill at different intervals. Accounts are payable within 14 days of issue. UC8 has the right to suspend or terminate any service if an account becomes or remains overdue.

### 5. MINIMUM SERVICE PERIOD

The minimum contract period is specified in Item 12. You will be charged an early termination fee if you transfer to another provider before expiration of the Term.

### 6. HANDLING OF PERSONAL INFORMATION AND CREDIT INFORMATION

(a) UC8 collects and uses personal information about you primarily to supply you with the products and services you order from it and its related companies. UC8 also collects and uses personal information for related or secondary purposes including (i) billing and account management, (ii) business planning and product development, (iii) providing you with information about promotions, as well as the products and services of UC8 and other organizations.

(b) If you do not provide all the personal information that UC8 requests from you, UC8 may not be able to supply the products or services you have requested, or UC8 may be restricted in the way it supplies those products or services to you.

(c) UC8 may disclose personal information about you to (i) UC8 agents, dealers, contractors and franchisees, (ii) UC8 suppliers who need access to the personal information to provide UC8 with services, enabling UC8 to supply you with the products and services you have ordered, and (iii) joint venture partners of UC8.

### 7. GENERAL

You will be responsible for all service charges and calls using your UC8 phone service, including calls made by another person or redirected to another service number. You also agree to be bound by the current terms and conditions published online at [www.UC8-group.com.au](http://www.UC8-group.com.au) (UC8's Standard Form of Agreement).

## 15 Declaration

I understand that by contracting with UC8 for my telephone number/s above, international, local, national long distance and calls to mobiles will be carried by UC8 after it accepts and processes this application. I also give UC8 consent to use any credit information about me, including information about my personal or company history. I have read the terms and conditions applicable to this application and agree to be bound by them. I have the authority to sign and certify that these details are true and correct.

Title:

First Name:

Middle Name/s:

Surname:

Signature

Date:

DD / MM / YYYY



LAST PAGE



# Automatic Payment Authority (APA)

UC8 Australia Pty Ltd ABN 51 666 810 215 ("UC8")

## PLEASE USE BLACK/BLUE INK

### 1 Please select Payment method.

Credit Card: ☐

Bank Debit: ☐

## OFFICE USE

Account Number

Account Name

### 2

Card Type:

Visa Card: ☐

Master Card: ☐

American Express Card: ☐

Card Number:

Card Expiry Date:

MM / YY

Card CSV Number:

If American Express (4 digits on front of card).

Name as Displayed on Card:

### 3 For direct debit from a bank account.

BSB:

Bank / Institution:

Account Number:

Branch:

Account Name:

### 4 Declaration.

I request UC8 to debit my credit card or bank account as specified above. I confirm that I have read and understood the terms and conditions and accept this authority only upon those conditions.

Title:

First Name:

Middle Name/s:

Surname:

Signature

Date:

DD / MM / YYYY

### 5 Terms and Conditions

- 5.1) Under this debit authority you authorise UC8 Australia Pty Ltd ("UC8") to withdraw from your credit card or your bank account, as specified above, the amount each month equal to and not more than, the invoiced amount of all goods and services supplied by UC8.
- 5.2) UC8 will endeavor to make the automatic payments, but accepts no responsibility for making them. UC8 shall not incur liability for refusing or omitting to make all or any payments or for late payment or for failing to follow your instructions.
- 5.3) This authority is subject to any current or future agreement between you and UC8 in relation to your account.
- 5.4) UC8 may in its absolute discretion determine the order of payments of any moneys under this authority or any other form of withdrawal request.
- 5.5) UC8 may terminate this authority as to future payments, at any time or times (a) by notice in writing, or (b) without notice, if (i) you are in default under this agreement or arrangement with UC8; or (ii) the payee advises UC8 that no further payment is required.
- 5.6) This authority will remain in effect for the active life of services provided by UC8.
- 5.7) You acknowledge that these terms and conditions are subject to change without notice.
- 5.8) UC8 may, at its discretion, charge a credit card surcharge of 1.5% on the transaction amount for Master Card & Visa Card & 1.9% for American Express.
- 5.9) Should your card details or expiry date change, you must notify UC8 before the next billing period commences so UC8 can process the correct details.
- 5.10) This debit authority will remain in effect until you notify UC8 by written consent, changing your card type and/or card details; or expiry date.

LAST PAGE





# Porting Application Form (PAF)

UC8 Australia Pty Ltd ABN 51 666 810 215 ("UC8")

## PLEASE USE BLACK/BLUE INK

**1** This is a Business only application  
(see Eligibility for Service).

One application per site location

## OFFICE USE

Account Number:

Provisioning Ticket:

## 2 Customer Details

Company Name:

Trading As:

ABN:

ACN:

## 3 Site Address

Address Line 1:

Address Line 2:

Address Line 3:

Suburb:

Postcode:

City:

State:

## 4 Contact Person

Title:

First Name:

Middle Name/s:

Surname:

## 5 Contact Details

FNN Tel:

Inbound Tel:

FNN Fax:

Inbound Fax:

Mobile:

Tel (AH):

Email Address:

Web URL:

## 6 Porting Fee

You may port your current active telephone number/s from your current carriage service provider to UC8. A one off porting will apply. This fee will be charged to your UC8 account upon the successful transfer.

	Qty	Unit Cost	Porting Fee (one-off)
<b>6.1</b> Simple Port (Single number on one bill):	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<b>6.2</b> Complex Port (Multiple numbers on one bill):	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<b>6.3</b> 100 Number Range (100 DID Block):	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**7 Porting Number/s**

List your telephone number/s and corresponding service providers account numbers that you would like to port to UC8.

	Number	Losing Carrier	Account Number	Single Number	Multi Numbers	100 Numbers	Other
Service 1:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 2:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 3:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 4:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 5:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 6:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 7:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 8:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 9:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 10:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 11:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 12:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 13:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 14:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 15:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 16:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 17:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service 18:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**8 List Current Carrier or Carriage Service Provider**

Current Provider:

Account Number #:

**9 Proof of Location & Identity**

DD / MM / YYYY

Driver License Number:

Expiry Date:

State of Issue:

Date of Birth:

**And / Or**

Rate Notice:

☐

Electricity Bill:

☐

Telephone Bill:

☐

Rent Receipt:

☐

18+ Card:

☐

Other (Specify):

☐**OFFICE USE**

I have sighted the applicant's original identification. Evidence of the applicant's identification and site address have been attached to this application form. The applicant has stated to me that the information supplied is true and correct.

Sales Person:

Today's Date:

DD / MM / YYYY

Signature

## Porting Terms & Conditions

### 1. Local Number Portability

- 1.1 The Porting of your Phone Number/s will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code - Local Number Portability ACIF C540 September 1999" ("LNP Code") and any bilateral arrangements. Subject to the terms and conditions of the Standard Agreement, you may port your phone number/s from your previous supplier to UC8 if that phone number is declared portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA.
- 1.2 If you wish to port your phone number/s from UC8 to another supplier, you must contact that other supplier. Porting from UC8 to another supplier will be conducted in accordance with the LNP Code and any other bilateral arrangements.
- 1.3 In order for UC8 to port your phone number you must complete and sign the Porting Authority Form (PAF) and the Emergency Return Authority (ERAF). In order for the Port to proceed these forms must be completed in accordance with the LNP Code and any other bilateral arrangements.
- 1.4 In accordance with the LNP Code, a request for Porting shall be rejected if:
  - a) the request is for the Porting of out of area numbers;
  - b) the request is for the Porting of a non-portable telephone;
  - c) the LNP Code requires the request to be rejected; or
  - d) UC8 cannot otherwise provide portability for that
- 1.5 UC8 is able to provide you with the facility to implement the porting of your telephone numbers/s outside of your normal business hours of operation, if required. UC8 will require access to your premises for the porting implementation. Failure to provide access to your premises at agreed times or failure to provide sufficient notice to change an agreed time may result in:
  - a) the Porting implementation not being completed
  - b) loss of existing service.
- 1.6 UC8 cannot port your phone number/s and move the address of your phone number on the same day.
- 1.7 If your phone number/s is inactive at the time of the porting by UC8, you must notify UC8 as soon as the phone number/s become active.
- 1.8 For the purposes of clause 11 of the standard agreement, the provision of porting is the provision of a telecommunications service.
- 1.9 UC8 reserves the right to charge you for the porting of a phone number.

### 2. Emergency Return

- 2.1 Prior to signing the ERAF, you must negotiate and agree with your previous supplier regarding the service that could be provided in the event that an Emergency Return is required.
- 2.2 If you have ported your phone number away from UC8, the terms and conditions set out in this Standard Agreement will apply to your Service in the event that an Emergency Return to UC8 is required.
- 2.3 In the event of an Emergency Return to your previous supplier, you may experience an extended period of outage whilst the Service from your supplier is restored.
- 2.4 UC8 will endeavor to assist you in the event of an Emergency Return to UC8, in which you may experience an extended period of outage whilst the telephone numbers from UC8 is being restored.
- 2.5 Acting in accordance with the LNP Code and any other bilateral arrangements, in the event of an Emergency Return to your previous Supplier, UC8:
  - a) Will notify your previous Supplier of the Emergency
  - b) Is not responsible for any period of outage; and
  - c) Is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Optus).
- 2.6 In the event of an Emergency Return to UC8, UC8:
  - a) is not responsible for any period of outage; and
  - b) is not liable to you or any person claiming through you for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Optus).

## 11 Declaration - Number Porting

I certify that I have the authority as the end-user of the telephone numbers listed on this form, or as the authorised agent for the end-user, to request porting of these telephone numbers to UC8 and that I, or the end-user (as the case may be), do not have a contractual obligation with another carrier or service provider, relating to these telephone numbers.

I request that UC8 port the telephone numbers listed and understand that porting will result in disconnection of these telephone numbers from our current carrier and finalization of the current account/s for these telephone numbers. I indemnify UC8 against any loss or damage it may suffer as a result of any information included in this form or the above certification being incorrect.

I also authorise UC8 to obtain from my current carrier service details to facilitate this port for services at the sites listed in section 3. I authorise UC8 to act on my behalf and to sign and complete a Porting Authority Form (PAF) and associated paperwork for the purposes of porting telephone numbers belonging to me personally or my company at the site listed in Step 3. I confirm that all telephone numbers at the sites nominated in Section 7 are to be ported unless otherwise specified. I also authorise UC8's nominated representative to complete and sign a new PAF for the purposes of carrying out the port in circumstances where this PAF would otherwise expire. This authority will remain in place for 12 months from the date of signature or until such time as UC8 is otherwise notified.

Title:

First Name:

Middle Name:

Surname:

Signature

Date:

DD / MM / YYYY





# Internet Application Form (IAF)

VoIP Tail / ADSL1 / ADSL2+ / MBE / SHDSL / Wireless / NBN

UC8 Australia Pty Ltd ABN 51 666 810 215 ("UC8")

## PLEASE USE BLACK/BLUE INK

**1** This is a Business application  
(see Eligibility for Services).

One application per site location

## OFFICE USE

Account Number:

Provisioning Ticket:

## 2 Customer Details

Name:

Trading As:

ABN:

ACN:

## 3 Site Address

Address Line 1:

Address Line 2:

Address Line 3:

Suburb:

Postcode:

City:

State:

## 4 Contact Person

Title:

First Name:

Middle Name/s:

Surname:

## 5 Contact Details

FNN Tel:

Inbound Tel:

FNN Fax:

Inbound Fax:

Mobile:

Tel (AH):

Email Address:

Web URL:

## 6 Service Details

Transfer / Churn: ☐

New Owner(s): ☐

Relocate Service(s): ☐

New Service(s): ☐

## 7 PSTN Telephone Line

PSTN Line Required:

PSTN Number:

Service 1

Service 2

Service 3

☐☐☐

**8 Products & Service Details**

	Service 1	Service 2	Service 3
Tick Internet Service(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Code:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Intended use of Internet Service:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Type:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Profile Speed:	Mbps (Down/Up) <input type="text"/>	<input type="text"/>	<input type="text"/>
Data Allowance:	Per month <input type="text"/>	<input type="text"/>	<input type="text"/>

**Please Note:** The ultimate speed you receive may be up to 40% lower based on your distance from your local exchange/node, the quality of the lines, the network itself, your hardware and your utilization and applications.

**9 Term & Cost**

	Service 1	Service 2	Service 3
Minimum Contract Period:	Months <input type="text"/>	<input type="text"/>	<input type="text"/>
Cost Per month:	Per month \$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Installation Cost (One Off):	Installation \$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
UC8 Connection Pack (C100)	Per month \$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**10 Proof of Identity**

Driver License Number:	<input type="text"/>	Expiry Date:	<input type="text"/>
State/Territory:	<input type="text"/>	Date of Birth:	<input type="text"/>
<b>And / Or</b>			
Rate Notice:	<input type="checkbox"/>		
Electricity Bill:	<input type="checkbox"/>		
Telephone Bill:	<input type="checkbox"/>		
Rent Receipt:	<input type="checkbox"/>		
18+ Card:	<input type="checkbox"/>		
Other (Specify):	<input type="text"/>		

**OFFICE USE**

I have sighted the applicant's original identification. Evidence of the applicant's identity and site address is attached to this application form. The applicant has stated to me that the information supplied is true and correct.

Salesperson:

Date:  DD / MM / YYYY

Signature

**11 Declaration** I understand that by contracting with UC8, my Internet service(s) will be provided by UC8 after UC8 accepts and processes this application. I certify that the above information is true and correct and that I accept the supply of credit by the Seller. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of UC8 Australia Pty Ltd which form part of, and are intended to be read in conjunction with this Application and Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract. I am an authorised person of the company or entity and I am authorised to enter into this agreement.

Title:	<input type="text"/>
First Name:	<input type="text"/>
Middle Name/s:	<input type="text"/>
Surname:	<input type="text"/>
	Signature <input type="text"/>
Date:	<input type="text"/> DD / MM / YYYY



**1. Definitions**

- 1.1 "Seller" means UC8 Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of UC8 Australia Pty Ltd.
- 1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:  
(a) if there is more than one Client, is a reference to each Client jointly and severally; and  
(b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and  
(c) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 "Goods" means all Goods or Services supplied by the Seller to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Seller and the Client in accordance with clause 7 below.
- 1.5 "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

**2. Acceptance**

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Seller.
- 2.3 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with the Seller and it has been approved with a credit limit established for the account.
- 2.4 In the event that the supply of Goods request exceeds the Client's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to:  
(a) refuse delivery and/or  
(b) suspend or block carriage, Internet or other services.  
(c) place the client on embargo and refuse product or equipment support requests.  
(d) Block access to electronic account information.
- 2.5 The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Seller reserves the right to vary the Price with alternative Goods as per clause 7.2.
- 2.6 Any advice, recommendation, information, assistance or service provided by the Seller in relation to Goods and Services supplied is given in good faith, is based on the Seller's own knowledge and experience and shall be accepted without liability on the part of the Seller and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods or Services.
- 2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 2.8 These terms and conditions may be meant to be read in conjunction with the Seller's Service Agreement, and the Client accepts and acknowledges that all fixed contracts are subject to annual price reviews in line with Consumer Price Index (CPI) inflation increases.

**3. Fixed Contracts**

- 3.1 Unless otherwise agreed, fixed contracts are for a minimum period of two (2) years and will automatically renew for a further term of one (1) year on each anniversary unless terminated by either party in accordance with clause 17.
- 3.2 The Start date of any fixed contract is the activation date of the relevant service (i.e. for internet, the start date of the contract is the date of activation, not when the contract was signed).

**4. Errors and Omissions**

- 4.1 The Client acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):  
(a) resulting from an inadvertent mistake made by the Seller in the formation and/or administration of this contract; and/or  
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.
- 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of the Seller; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

**5. Change in Control**

- 5.1 The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.

**6. Finance**

- 6.1 The Client accepts and acknowledges where the performance of any contract with the Client requires the Seller to enter into a finance agreement with a third party ("finance agreement"), the contract between the Seller and the Client shall incorporate and shall be subject to the conditions of such finance agreement, and the Client shall be liable for the costs in full incurred by the Seller under such finance agreement (including but not limited to the Seller's set-up costs and interest due under the finance agreement).

**7. Price and Payment**

- 7.1 At the Seller's sole discretion, the Price shall be either:  
(a) as indicated on any invoice provided by the Seller to the Client; or  
(b) the Seller's quoted price (subject to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of fourteen (14) days.

- 7.2 The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation or increases to the Seller in the cost of taxes, levies, materials and labour etc.) will be charged for on the basis of the Seller's quotation and will be detailed in writing, and shown as variations on the Seller's invoice. The Client shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 7.3 In the event that the supply of Goods and/or Services request exceeds the Client's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to:
- (a) refuse delivery and/or
  - (b) request an alternative payment method; or
  - (c) cancel the monthly payment arrangement; and
  - (d) request the outstanding amount and remaining contract balance to be paid in full in which case this shall become immediately due and payable.
- 7.4 At the Seller's sole discretion, a non-refundable deposit may be required.
- 7.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Seller, which may be:
- (a) on delivery of the Goods;
  - (b) the date specified on any invoice or other form as being the date for payment; or
  - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Seller.
- 7.6 Payment may be made by cash, direct transfer or by credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Seller.
- 7.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
- 7.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 8. Delivery of Goods**
- (a) Delivery ("Delivery") of the Goods is taken to occur at the time that the Seller (or the Seller's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 8.2 At the Seller's sole discretion, the cost of delivery is in addition to the Price.
- 8.3 The Seller may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 8.4 Any time specified by the Seller for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Seller will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 9. Risk**
- 9.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 9.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
- 9.3 If the Client requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
- 9.4 The Client acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.
- 10. Compliance**
- 10.1 The Client acknowledges and accepts that Goods supplied by the Seller shall comply with the provisions of all applicable statutes, regulations and bylaws of government, local and other public authorities (including, but not limited to the Telecommunications Act 1979 (Cth), Telecommunications Consumer Protections (TCP) Code and the Telecommunications (Interception and Access) Act 1979(Cth)) and subsequent amendments. Furthermore, it shall be the Client's responsibility to operate the Goods (as applicable) in any appropriate manner as required by any of the above mentioned authorities or other regulatory bodies.
- 11. Title**
- 11.1 The Seller and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid the Seller all amounts owing to the Seller; and
  - (b) the Client has met all of its other obligations to the Seller.
- 11.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 11.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to the Seller on request.
  - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

- (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand.
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs.
- (e) the Client irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods.
- (f) the Seller may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Seller.
- (h) the Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

## **12. Personal Property Securities Act 2009 ("PPSA")**

- 12.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to the Seller for Services – that have previously been supplied and that will be supplied in the future by the Seller to the Client.
- 12.3 The Client undertakes to:
  - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to;
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
  - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Seller;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Seller;
  - (e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.4 The Seller and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 12.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by the Seller, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 12.8 The Client must unconditionally ratify any actions taken by the Seller under clauses 12.3 to 12.5.
- 12.9 Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

## **13. Security and Charge**

- 13.1 In consideration of the Seller agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 13.2 The Client indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.
- 13.3 The Client irrevocably appoints the Seller and each director of the Seller as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

## **14. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**

- 14.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Seller in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Seller to inspect the Goods.
- 14.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
- 14.3 The Seller acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 14.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 14.5 If the Client is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.



- 14.6 If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Client has paid for the Goods.
- 14.7 If the Client is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by the Seller at the Seller's sole discretion;
  - (b) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 14.8 Subject to this clause 14, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 14.1; and
  - (b) the Seller has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
  - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 14.9 Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods;
  - (b) the Client using the Goods for any purpose other than that for which they were designed;
  - (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Client failing to follow any instructions or guidelines provided by the Seller;
  - (e) fair wear and tear, any accident, or act of God.
- 14.10 In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Seller has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 14.10.
- 14.11 Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law.

## **15. Intellectual Property**

- 15.1 Where the Seller has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Seller.
- 15.2 The Client warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.
- 15.3 The Client agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Client.

## **16. Default and Consequences of Default**

- 16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Client owes the Seller any money the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fee, and bank dishonour fees).
- 16.3 Further to any other rights or remedies the Seller may have under this contract, if a Client has made payment to the Seller, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.
- 16.4 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to make a payment when it falls due;
  - (b) the Client has exceeded any applicable credit limit provided by the Seller;
  - (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## **17. Cancellation**

- 17.1 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods and/or Services to the Client, (this includes but is not restricted to, the provision of access to any networks or client equipment under the control of the Seller) and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its rights under this clause.
- 17.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.3 For fixed contract of which the Client cancels prior to the expiry date of the contract, the Client acknowledges and accepts that an early termination fee ("ETF") may apply which is equivalent to the remaining balance of the contract. Where the Client has in place with the Seller an automatic payment authority, the Seller shall automatically be authorised to withdraw any early termination fee that may be applicable.
- 17.4 Cancellation of orders for Goods made to the Client's specifications, such as customised programmed equipment, or for non-stock list items, will definitely not be accepted once production has commenced, or an order has been placed.

- 17.5 In the event that the Client cancels a services, the client must provide written notice to UC8 by emailing [cancellations@UC8.net.au](mailto:cancellations@UC8.net.au). UC8 will not accept verbal or telephone cancellations. Billing will cease 30 days from end of month. The date UC8 receives the email will be deemed the official date of cancellation.
- 18. Privacy Act 1988**
- 18.1 The Client agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Seller.
- 18.2 The Client agrees that the Seller may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Client; and/or
  - (b) to notify other credit providers of a default by the Client; and/or
  - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 18.3 The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit.
- 18.4 The Client agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods; and/or
  - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - (d) enabling the collection of amounts outstanding in relation to the Goods.
- 18.5 The Seller may give information about the Client to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
  - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 18.6 The information given to the CRB may include:
- (a) personal information as outlined in 18.1 above;
  - (b) name of the credit provider and that the Seller is a current credit provider to the Client;
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;
  - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of the Seller, the Client has committed a serious credit infringement;
  - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 18.7 The Client shall have the right to request (by e-mail) from the Seller:
- (a) a copy of the information about the Client retained by the Seller and the right to request that the Seller correct any incorrect information; and
  - (b) that the Seller does not disclose any personal information about the Client for the purpose of direct marketing.
- 18.8 The Seller will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- 18.9 The Client can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).
- 19. Service of Notices**
- 19.1 Any written notice given under this contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
  - (b) by leaving it at the address of the other party as stated in this contract;
  - (c) by sending it by registered post to the address of the other party as stated in this contract;
  - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
  - (e) if sent by email to the other party's last known email address.
- 19.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 20. Trusts**
- 20.1 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Seller may have notice of the Trust, the Client covenants with the Seller as follows:
- (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
  - (b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
  - (c) The Client will not without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
    - (i) the removal, replacement or retirement of the Client as trustee of the Trust;

- (ii) any alteration to or variation of the terms of the Trust;
- (iii) any advancement or distribution of capital of the Trust; or
- (iv) any resettlement of the trust property.

**21. General**

- 21.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which the Seller has its principal place of business, and are subject to the jurisdiction of the courts in Queensland.
- 21.3 Subject to clause 14 the Seller shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 21.4 The Seller may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 21.5 The Client cannot licence or assign without the written approval of the Seller.
- 21.6 The Seller may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Seller's sub-contractors without the authority of the Seller.
- 21.7 The Client agrees that the Seller may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Seller to provide Goods to the Client.
- 21.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

**22. Billing**

- 22.1 UC8 will bill you monthly, but reserves the right to bill at different intervals.
- 22.2 Accounts are payable within 14 days from date of issue.
- 22.3 UC8 has the right to suspend or terminate any service if an account becomes or remains overdue.
- 22.4 If your account is not paid on time, UC8 may charge you a late fee of \$15.00 within any one given monthly billing period. This fee will be applied to your monthly invoice.

**23. Fraud / Security**

- 22.1 It is the Client's responsibility to ensure the systems provided by UC8 have adequate security to protect against the unauthorised access of the equipment supplied by the Seller.
- 22.2 The Client is to keep the security up to date to the equipment supplied by the Seller including but not limited to, antivirus software and firewalls.
- 23.3 The Client acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect to fraud or damage to the client.
- 23.4 The Client accepts responsibility for the unauthorised use of the Client's telecommunications and other equipment supplied by the Seller. This includes but not limited to
  - (a) Toll Fraud.
  - (b) Calls made by unauthorised employees.
  - (c) Calls made by unauthorised persons.

---

**Declaration**

I certify that the above information is true and correct and that I accept the supply of credit by the Seller (if applicable). I have read and understand the TERMS AND CONDITIONS OF TRADE of UC8 Australia Pty Ltd which form part of, and are intended to be read in conjunction with this Application and Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be person-

Title:

First Name:

Middle Name/s:

Surname:

Signature

Date:

DD / MM / YYYY

