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PLEASE PRINT IN BLOCK LETTERS AND INITIAL EVERY PAGE AT THE BOTTOM LEFT CORNER

1. GENERAL INFORMATION

COMPANY GOVERNMENT PARTNERSHIP SOLE TRADER

Date of Business Registration _____ / _____ / _____ Annual Turn Over \$ _____ Number of Employees _____

Full Company Name _____

Trading Name _____

Website Address _____

ACN/ABN _____ ABN _____ Business Industry _____

Nature of business or main income-producing activity _____

Trading Address _____

Suburb _____ State _____ Postcode _____

Postal Address _____ Suburb _____ State _____ Postcode _____

Telephone No. _____ Fax No. _____ Email Address _____

Business Premise Owned Leased Other _____

2. CONTACT & INVOICING INFORMATION

Accounts Contact _____ Telephone No. _____

Email _____ Fax No. _____

Accounts Department Supervisor _____ Telephone No. _____

Email _____ Fax No. _____

Financial Controller _____ Telephone No. _____

Email _____ Fax No. _____

Business Manager _____ Telephone No. _____

Email _____ Fax No. _____

Invoice should be sent to (tick one box only):

Accounts Payable Purchaser IT Manager Accounts Contact

Email Address _____

Invoice will be sent to the above email address only

3. CREDIT LIMIT REQUEST

Equivalent to Two Month's Average Business \$

INTERNAL USE ONLY

Account Code Trade References 1 2 3

Sales Rep. Recommendation Credit Terms Granted Limit Terms

Approval from Credit Manager Date of approval letter sent

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4. DETAILS OF DIRECTORS/PARTNERS/SOLE TRADER OR TRUSTEES

Full Name _____	Full Name _____
Residential Address _____	Residential Address _____
Suburb _____	Suburb _____
State _____ Postcode _____	State _____ Postcode _____
Telephone _____	Telephone _____
Driver's Licence Number _____	Driver's Licence Number _____
Date of Birth ____/____/____	Date of Birth ____/____/____
Full Name _____	Full Name _____
Residential Address _____	Residential Address _____
Suburb _____	Suburb _____
State _____ Postcode _____	State _____ Postcode _____
Telephone _____	Telephone _____
Driver's Licence Number _____	Driver's Licence Number _____
Date of Birth ____/____/____	Date of Birth ____/____/____

5. ASSETS/LIABILITIES OF BUSINESS (Attach a copy of the latest Financial Statement or complete the following)

Assets		Liabilities/Loans	
Current Assets	\$ <input style="width: 150px;" type="text"/>	Current Liabilities	\$ <input style="width: 150px;" type="text"/>
Non-current Tangible assets	\$ <input style="width: 150px;" type="text"/>	Non-current Liabilities	\$ <input style="width: 150px;" type="text"/>
Intangible Asset	\$ <input style="width: 150px;" type="text"/>	Shareholder's Equity	\$ <input style="width: 150px;" type="text"/>
Profit/(loss) After Tax	\$ <input style="width: 150px;" type="text"/>	Date of Statements as at ____/____/____	

6. TRADE REFERENCES (FROM YOUR SUPPLIERS)

6.1 BUSINESS LANDLINE TELEPHONE SERVICE INVOICES FROM LAST 2 MONTHS

6.2 A MAJOR SUPPLIER WHO HAS BEEN TRADING WITH YOU NO LESS THEN 12 MONTHS

Name of Company _____ Contact Person _____

Telephone _____ Fax _____

Email _____ Trading History with Credit Reference _____ Yrs.

Credit Limit Provided \$ Credit Terms 7 Days 14 Days 30 Days

Usual Trade Volume/Month \$

6.3 A MAJOR SUPPLIER WHO HAS BEEN TRADING WITH YOU NO LESS THEN 12 MONTHS

Name of Company _____ Contact Person _____

Telephone _____ Fax _____

Email _____ Trading History with Credit Reference _____ Yrs.

Credit Limit Provided \$ Credit Terms 7 Days 14 Days 30 Days

Usual Trade Volume/Month \$

TERMS AND CONDITIONS (MYNETFONE AUSTRALIA PTY LTD REFERRED TO AS MYNETFONE)

1. I/We acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by MyNetFone at its discretion and advised to me/us.
2. We will conduct credit check on you and your company based the financial statements and trade references provided by you. We rely on you to provide accurate and up-to-date information for us and our credit agency to make proper assessment.
3. We will advise you the credit limit that applies to the operation of the service. Notwithstanding any other term in the contract, if any time the unpaid charges for the service, whether invoiced or not, exceed the credit limit, we will immediately notify you to reduce the unpaid charges to an amount less than the credit limit. In the event that you fail to reduce the unpaid charges to an amount less than the credit limit within three (3) business days, this will constitute a material breach of the contract such that MyNetFone may immediately suspend any or all of the services without the need for any further notice to you.
4. We may request you to provide a security deposit at least equal to your estimated monthly liability with us. We may review the sufficiency of the security deposit from time to time and may increase the amount required by notice in writing to you. The security deposit may be in one of the following forms:
 - a). cash to be held by us; or
 - b). a bank guarantee in a form acceptable to us.
5. Payment terms are "Net 14 days", payment being due within 14 days from the date of the invoice unless alternative terms are agreed upon by MyNetFone in writing.
6. Credit limit approved by MyNetFone and advised to the applicant must not be exceeded. By signing these Terms of Credit you request MyNetFone to periodically review your credit limit from time to time. MyNetFone may reduce your credit limit without notice, but will not reduce your credit limit below the outstanding balance on the Account at the time of the reduction without prior consultation with you.
7. In the event of the customer entering into any arrangement with its creditors, going into receivership or liquidation, MyNetFone reserves the right to cancel the credit account without prior notice and all balances owing will become due.
8. Except specifically expressed, all prices quoted or that have appeared in our price list are exclusive of any tax, impost, duty or other levies. MyNetFone reserves the right at any time between the time of quotation and/or order and the date of delivery of the goods or provision of services to make any reasonable adjustment to prices. All prices in the price list are subject to change without notice and without recourse to MyNetFone. All prices are quoted in Australian Dollars and are based on MyNetFone ex Sydney.
9. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and MyNetFone shall not be liable for any loss or damage whatsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or service arising from any circumstances of whatsoever nature which are outside MyNetFone's control. Customer shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, despatch or performance. MyNetFone reserves the right to deliver by way of partial shipments and each partial shipment shall be deemed to be sold under a separate sales contract. Failure to deliver any shipment shall not entitle the customer to rescind or repudiate the sales contract. No cancellation of sales contract is allowed if goods or services have been delivered by the courier.
10. Delivery charges are at the customer's expense. Customers are requested to arrange their own transportation for the picking up of orders. In the event that MyNetFone has to organise transportation and delivery a standard freight charge will apply. Any transit insurance is the customer's responsibility. MyNetFone will not be responsible for any damages or loss whatever during transit once goods are despatched out of MyNetFone office.
11. An official order, in writing on company letterhead, or equivalent, must be issued to MyNetFone before any delivery can be effected. Orders must clearly state - Order Number, Name and Signature of Purchasing Officer, Product code(s), Configuration(s) Required, Unit Pricing and Total Order Value, Delivery Address, Delivery Date/Schedule required, Invoice Address, Special Requirements/Conditions etc..
12. All goods sold, services provided and fees charged by MyNetFone will be charged GST at the prevailing rate as currently set by the Australian Taxation Office (ATO), or relevant legislation, and must be paid by the customer in addition to the price of the products, services and fees.
13. In the event of any default in payment to MyNetFone the customer shall pay to MyNetFone its costs of and incidental to the recovery of such sums as may be due including all mercantile and like fees and legal fees and charges on a solicitor/own client full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process.
14. A 4% (excluding GST) surcharge will apply if payment is made by AMEX credit card accepted by MyNetFone. There will be a \$15.00 (excluding GST) charge for all returned cheques. No shipment will be made until the MyNetFone Credit Department has approved the order prior to the time of shipment.
15. In the event of the customer failing to pay any outstanding account owing by the customer to MyNetFone or the customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, MyNetFone shall be entitled to a generalization on all property or goods belonging to the customer in MyNetFone's possession for any outstanding amount owing by the customer to MyNetFone in case contra accounts exist, MyNetFone has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
16. Until MyNetFone has been paid in full for all goods supplied to the customer under any contract whatsoever between the customer and MyNetFone:
 - (a) The goods shall remain as property of MyNetFone.
 - (b) Should the goods or any of them be affixed or added to any other items, such attachment shall be effected by the customer solely as an agent for MyNetFone and MyNetFone shall have full legal and beneficial title to the whole of the new product thereby created.
17. Save as expressly provided for in other contracts, MyNetFone shall not be liable to the customer or the customer's servants, agents, customers or representatives for any direct, incidental or consequential loss or damages of any nature howsoever caused (whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attribute to the performance of the sales contract and in no event shall any claim be recognised unless the claim is in writing and received by MyNetFone within fourteen (14) days of the date of delivery. In any event, the liability of MyNetFone under any sales contract is limited to the replacement of the goods or the supply of equivalent goods or the repair of the goods.
18. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to the customer and supersede all terms and conditions previously issued by MyNetFone. No sales contract for the supply of goods or provision of services shall exist between MyNetFone and the customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by MyNetFone. Any order placed by customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in customer's order. Each order by customer is subject to acceptance or rejection by MyNetFone and not binding on MyNetFone prior to MyNetFone's acceptance of it. MyNetFone may refuse to proceed with any sales contract at any time if customer's credit is or becomes unsatisfactory to MyNetFone.
19. Pursuant to Privacy Act 1988 and para 2.12 of the Credit Reporting Code of Conduct issued under s 18A of that Act, you hereby agree to MyNetFone obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness) and agree to that agency or provider providing that information to MyNetFone for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist MyNetFone in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
20. MyNetFone is not liable for any costs incurred in completing this Credit Application Form. You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.
21. Failure to comply with the "Terms and Conditions" may result in "terms" being amended or credit withdrawn without notice.
22. If you are a body corporate, MyNetFone may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. MyNetFone will notify you of this requirement and seek your consent.
23. Except as required by law, MyNetFone will only use or disclose your personal information as necessary for the credit facility. For example, to Accounts Receivables staff or to external auditors.
24. Any contracts entered into between MyNetFone and its customers shall subject to the jurisdiction of the courts of New South Wales, Australia.
25. MyNetFone reserves the right to change the terms and conditions without prior notice.

7. SIGNATURE OF CUSTOMER

On behalf of the business nominated in this application as the purchaser of services and products from MyNetFone, I/We being the duly authorised officer(s) **have read and agreed to accept the Terms and Conditions for the operation, establishment and use of account** and hereby apply for the establishment of an account.

Print Name and Position

Signature

Date: ____/____/____

Print Name and Position

Signature

Date: ____/____/____

PRIVACY NOTICE

Your personal information is collected only to enable us to provide you with the products/services you wish us to provide. The products/services may not be provided without this information. You may request access to your personal information while it is stored by us and we will assess your request in accordance with the law. We will give you reasons where we deny access. Call 02 8008 8000 to contact us.

PLEASE RETURN TO:

MYNETFONE AUSTRALIA PTY LTD
PO BOX K1167, HAYMARKET. NSW 1240 AUSTRALIA

or

FAX TO YOUR ACCOUNT MANAGER
(02) 8008 8008