



Order Form: NodeText® Gateway

Additional Notes

When you apply for an Internode NodeText® service, you should be aware of certain obligations and conditions once the order form is received by Internode.

Firstly, please be aware that when you sign the application form you are signing to say that you acknowledge and accept the Internode Standard Form of Agreement documents (available at www.internode.on.net/sfoa).

Please call us if you would like any help interpreting these documents.

Customer Details

- Please complete all information contained in Section 1. This information will be used for the purposes of supplying you with the service and to administer your account with us.
- For your security and privacy, it is important that you provide all the information we request. We will use it to verify your identity when dealing with you over the phone. The requested information for registered businesses includes your Australian Business Number (ABN), and for individuals includes your date of birth and (if applicable) Driver's License Number.

NodeText® Service

While Internode will use all reasonable endeavors to provide a reliable and efficient NodeText service, you acknowledge that :

- due to the nature of telecommunications services, the provision of NodeText services may not be continuous or fault free;
- SMS may not be successfully terminated, or terminated in a timely manner, on an end-user's handset, for example due to the end-user's handset not working properly, being switched off, being out of range; the message storage space on the end-user's handset being full; and
- To the extent permitted by law, Internode will not be liable for any loss or damage caused as a result of delays in the sending of SMS or a failure to terminate SMS for any reason.

Please note that the NodeText service can be used to send text messages to any Australian mobile phone service, ie any mobile phone service starting with '04', even when roaming overseas. However, the service is not intended to support sending text messages to international mobile phone services.

Acceptable Use Policy

The Internode Acceptable Use Policy applies to customers using NodeText Services. This Policy forms part of Internode's Standard Form of Agreement (the definitions in respect of the terms used in this Policy are contained in Internode's Standard Form of Agreement).

Internode NodeText services may not be used :

- for any illegal purpose or in a way contrary to any law, including Commonwealth, State and Territory legislation, voluntary or involuntary codes of conduct or industry codes, including those relating to gaming, advertising, spam and privacy;
- to menace or harass any person or cause damage or injury to any person or property;
- to impersonate another person or entity;
- for a purpose that may be regarded by a reasonable person as offensive; or
- to send, in the form of an SMS message, a Marketing Message to any person unless:
- the recipient of the SMS has first consented to receiving the Marketing Message; and
- the recipient is provided with a means to opt -out of receiving such a Marketing Message within the Marketing Message; and
- the Marketing Message includes a clear identification within the Marketing Message of the source or originating entity of the Marketing Message to enable the recipient to determine who sent the Marketing Message; and
- the Marketing Message includes accurate information about how the recipient can readily contact the sender; and
- the Marketing Message includes any other information which may be required by law from time to time.

You acknowledge that any single or repeated breach of this Acceptable Use Policy may result in termination of your Service as specified in Internode's Standard Form of Agreement.

Billing Information

- Tax invoices and other notifications will be sent to the email address that you have specified in the Customer Details section of this form. Posting of paper invoices is available but discouraged for environmental reasons, and if requested will attract a \$1.50 surcharge per invoice.
- The base monthly fees for NodeText services are payable in advance; with any applicable excess usage fees charged in arrears. Please note that the first monthly service charge, plus the establishment charge, must be paid in full before Internode can activate the service.
- Full details on our payment options are available at www.internode.on.net/payments.
- Credit card surcharge: Payments via Visa or Mastercard incur a \$0.99 surcharge per transaction; and payments using American Express or Diners Card incur a surcharge of 2.5% of the transaction value.
- There are no surcharges for BPay, Direct Debit, Direct Credit, Cheque, Money Order, Cash or EFTPOS.
- Information is current as of 17/08/2010 and is subject to change without notice. All prices quoted include GST.