



HOME ESSENTIALS APPLICATION

ABN 58 098 028 230

ACN 098 028 230

PO Box 837, Ipswich QLD 4305

Ph: 13 36 36

www.itel.net

V1.3, 28/09/04

CUSTOMER DETAILS Individual Business Government (tick box)

Name Drivers License No. Expiry Date / /

ABN - - - - - Other Id Id No.

Current Address No. Street Suburb State Postcode

Previous Address (if less than 2 years) No. Street Suburb State Postcode

Phone () Fax () Contact Email

Occupation Time Employed Employer Ph:

MOBILE PHONE New Service Existing iTEL Acc. No.

Phone No. New Number Existing Number Multiple Services Porting form attached

SIM/SDN No. iTEL GSM iTEL CDMA Call Barring Code

IMEI No. Features GPRS 1X WAP Voice Mail International Roaming

Mobile Plan \$5 Seniors \$8 Corporate \$10 \$20 SMS Lovers \$25 \$35 \$50 \$80 \$100 \$150 \$250 \$350

Other Plan Enquiry Password (min 4 characters)

FIXED LINE SERVICES New Service Existing iTEL Acc. No.

Name Street No. Street Address State Postcode

1300/13/1800 Services: please indicate Primary Answer Point Multi. Number Services (Faxstream Duet): Please show all numbers. Fixed Line Transfer Appendix Attached

Service Type	Acc. Name	Supplier	Service Number	Acc. Number (for each)	iTEL Plan
<input type="checkbox"/> Phone <input type="checkbox"/> Fax			()		
<input type="checkbox"/> Phone <input type="checkbox"/> Fax			()		

Comments

TELEPHONY CUSTOMER DECLARATION

I request the supply of an Account Plan (iTEL Mobile Service/iTEL Fixed Line) on iTEL's Terms and Conditions and this application form, which I have read. I acknowledge that iTEL is not obliged to accept this request. If applicable, I request that iTEL add the iTEL Mobile Service/Handset to my Account Plan as shown above.

a) I understand that the iTEL terms and conditions impose obligations on me, including requirements to pay charges and other terms which limit my rights and iTEL's liability in certain circumstances. b) I understand that iTEL's commitment to privacy is set out in iTEL's privacy statement (Available at www.itel.net). I agree that iTEL may obtain information about me, including a consumer credit report from a credit reporting agency, and may use and disclose personal and credit information about me on the terms and for the purposes set out in the Terms and Conditions section on the back of this form. c) iTEL Voicemail is a feature of my iTEL Mobile Service and I will incur charges for all unanswered calls and retrieval of messages. I also acknowledge that International Roaming may be bestowed as part of the mobile service. If I use this service by making or receiving calls overseas, I will do so on the terms and conditions of this service and I agree to pay charges for calls made or received. If I do not want unanswered calls diverted to voicemail or if I do not wish to have International Roaming, I will advise iTEL Customer Service. d) I certify that I have the authority as lessee of the services listed in section four below and its attachment's (if any), or as the authorized agent for the lessee, to request switching of these services to iTEL Community Telco Limited. I wish to switch to iTEL Community Telco Limited for all my fixed telephone services (local call services, telephone line rental, national and international long distance services, fixed calls to mobiles, and inbound services). I authorize iTEL Community Telco to contact the existing supplier (as noted below) on my behalf as required to facilitate the transfer of these services. I understand that the switching of each of these services will result in cancellation of the account from the existing supplier and issue of a final account for that service by the existing supplier. e) I warrant that all information in the application is correct. If I am not the Account Holder, I warrant that I am authorized to sign this form on behalf of the Account Holder.

Account Holder Full Name Signature Date / /

DIALUP INTERNET New Service Existing iTEL Acc. No. **15% Discount**

Plan Name	Email Boxes*	Speed#	Quota	Excess Charges	Session Time^	Fee	Connection Fee	Contract Duration	Select
iTEL Online Lite	1	56k/33k	100MB/m	\$0.10/MB	4 Hours	\$9.95/month	\$0	1 month	<input type="checkbox"/>
iTEL Online Economy	1	56k/33k	200MB/m	\$0.10/MB	4 Hours	\$16.95/month	\$0	1 month	<input type="checkbox"/>
iTEL Online	1	56k/33k	Unlimited	\$0	4 Hours	\$26.95/month	\$0	1 month	<input type="checkbox"/>
iTEL Online Plus	4	56k/33k	Unlimited	\$0	12 Hours	\$36.00/month	\$0	1 month	<input type="checkbox"/>

* Additional mailboxes are available at an additional charge of \$5.50/month or \$55/year. For iTEL Online Plus, additional logins are available at \$19/month each. # Max speeds are presented in downstream/upstream format e.g. 56/33 represents up to 56kbps downstream and 33kbps upstream ^ 30 minutes idle time. Plans include a personal home page of 5MB storage. All prices quoted are GST inclusive.

BROADBAND INTERNET New Service Existing iTEL Acc. No. **15% Discount**

Plan Name	Email Boxes	Speed	Quota*	Excess Charges	Fee^	Connection Fee	6 Month Contract	24 Month Contract
Bigband Lite	5	256/64	200 MB	\$0.10/MB	\$29.95/month	\$169.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)
Bigband Economy	5	256/64	4 GB	\$0.10/MB	\$39.95/month	\$99.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)
Bigband Extra	5	512/128	4 GB	\$0.10/MB	\$59.95/month	\$99.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)
Bigband Plus	5	512/128	8 GB	\$0.10/MB	\$69.95/month	\$99.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)
Bigband	5	256/64	Unrestricted~	\$0.10/MB	\$89.95/month	\$99.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)
Bigband Ultra	5	1500/256	10 GB	\$0.10/MB	\$99.95/month	\$99.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)
Bigband Super	5	512/512	5 GB	\$0.10/MB	\$129.95/month	\$99.00	<input type="checkbox"/> (modem exc.)	<input type="checkbox"/> (modem inc. #)

Other

^ Fee for internet service does not include phone line rental # Modem remains property of iTEL until expiration of contract, modem cost is charged if service cancelled before completion of contract. *Standard quota based on the amount of data uploaded or downloaded whichever is greater in any monthly period. Unused usage allowance cannot be rolled into subsequent months. Any additional usage within the same monthly billing period will be charged on the following month's bill at a rate of \$0.10/MB in excess of quota. ~ Unrestricted quota for Bigband plan is subject to iTEL's acceptable usage policy (s14). Contracts only available as 6 & 24 month contracts. Modems/filters are additional, except where the modem is included on specified 24 month plans. Modems can be purchased outright, P.O.A. Early termination of contract charges apply. All prices quoted are GST inclusive. Offer valid until 30/06/05. Refer to iTEL website for complete terms and conditions: <http://itel.net/termsandconditions/terms.asp>

OFFICE USE ONLY (FOR iTEL SALES REPRESENTATIVE OR AGENT ONLY)

Sales / Agent ID Name Signature

BROADBAND SPECIFICATIONS

New Telephone Line required? Yes No Current Telephone Number ()

Will you have foxtel digital on the same line? Yes No Do you have a wall phone? Yes No Do you have a back to base alarm? Yes No

How many telephone outlets on this line? # _____ I require additional outlets # _____ I require additional in-line filters # _____

Existing Broadband DSL Connection? Yes No If so, please name your existing provider _____

Existing iTEL Dialup Service? Yes No If so, would you like this cancelled after upgrading to broadband? Yes No

A Bigband service can be delivered over a PSTN line used for multiple purposes. One or more splitters/filters will be required where other phone, faxes, answering machines or alarm systems are on the same telephone line as your ADSL service. Where a customer chooses to purchase and install equipment, the customer MUST verify with iTEL that the equipment is compatible with the Bigband service. Any additional cabling required will incur additional costs. ADSL services are limited to particular number ranges within ADSL enabled telephone exchanges. The telephone line on which ADSL is to be installed must be tested and qualified by Telstra as suitable for ADSL. There may be some disruption of telephone services during installation of ADSL services. Note: A maximum of three telephone devices are permitted on a DSL line. If you have an existing DSL service, the connection fee to transfer service is only \$75.00.

BROADBAND MODEM

All ADSL broadband services require a DSL modem or router at the customer's site (this is different from a dial up modem). Please select from the following options:

- a) iTEL is to supply a Netcomm 3 modem with my 24 month contract c) I do not require iTEL to supply a modem
- b) I wish to purchase a Netcomm NB1300@\$169.00 inc. (includes 1 inline filter). Yes No I would like iTEL to arrange for professional install

Please note, where a customer chooses to purchase and install equipment, the customer MUST verify with iTEL that the equipment is compatible with the Bigband service. A USB modem requires a computer with a USB interface. If the modem has an Ethernet interface, an Ethernet adapter is required. Modems supplied on a 24 month contract remain the property of iTEL Community Telco. until 24 month contract is completed or modem is purchased outright by the customer.

MINIMUM SYSTEM REQUIREMENTS

Note: Implementation of a firewall is strongly recommended.

Operating System	Processor	RAM	Free Hard Disk Space
Windows 95/98/Me	Pentium (200Mhz+recommended)	32 MB+	150MB+
Windows NT 4.0/2000 Workstation	Pentium (200Mhz+recommended)	64MB+	150MB+
Windows XP	Pentium (200Mhz+recommended)	128MB+	150MB+
Mac OS 8.6-9+	n/a	32MB+	50MB+

 BILLING DETAILS (tick box)

Billing Name _____

Billing Address _____

Billing Email Address _____

Payment Method

Credit Card

Payment Method Visa Bankcard MasterCard

Name on Card _____

Card Number

_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|

Expiry Date ____/____

a) I request and authorise iTEL Community Telco Limited to debit the above card, any amounts for iTEL Services provided by iTEL Community Telco Limited.
 b) By signing this request form you acknowledge that iTEL Community Telco Ltd will debit the nominated Credit Card for services provided to the entity described above on a monthly basis. c) iTEL Community Telco Ltd will process the tax invoice and payment for services provided. A copy of the tax invoice will then be forwarded to the billing address above by Postal Mail/Fax/Email with the receipt number noted.
 d) If the authority to debit the nominated credit card is withdrawn, written notification must be forwarded to iTEL Community Telco Ltd **two weeks** prior to the next invoice being processed. e) Debits will be processed on a monthly basis, based on the monthly charge of the services utilized. It is accepted that additional (or overcharges) on service utilization will be included on the monthly debit.

Account Holder/Authorised Person _____

Signature X _____ Date ____/____/____

Direct Debit (Savings Account)

Financial Institution _____

Name of Account _____

BSB _____

Acc. Number _____

a) I request and authorise **iTEL Community Telco Limited** (User ID:149412) to arrange for any amount iTEL Community Telco Limited may debit or charge to be debited through the Bulk Electronic Clearing System from an account held at the financial institute identified below subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided above).
 b) By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and iTEL Community Telco Limited as set out in the Direct Debit Request Service Agreement. c) Debits will be processed on a monthly basis, based on the monthly charge of the services utilized. It is accepted that additional (or overcharges) on service utilization will be included on the monthly debit. See iTEL's Direct Debit Request Service Agreement terms & conditions at <http://itel.net/termsandconditions/terms.asp>.

Account Holder/Authorised Person _____

Signature X _____ Date ____/____/____

 INTERNET CUSTOMER DECLARATION (tick box)

1. I request the supply of the iTEL Community Telco Limited Services listed in this Application and as defined in the Terms and Conditions. I agree that the Services used (including any enhancements subsequently introduced) shall be governed by the Terms and Conditions. 2. Where I have requested an iTEL Community Telco Limited ADSL service on an existing line, I warrant that I am the same end user acquiring standard telephone services on this line. 3. By submitting this Contract, I am making an order for telecommunications and/or Internet Services and requesting supply of the Internet services in accordance with the Terms and Conditions and or Subscriber Agreement. I acknowledge that I have read and understand the Terms and Conditions/Subscriber Agreement. 4. I acknowledge that iTEL Community Telco Limited will bill me for all Services listed in this Contract. 5. I agree to pay iTEL Community Telco Limited a minimum of the monthly fee for provision of Services for the term commencing on the date of provision of the Services. I agree to pay any applicable fees and charges for installation and provisioning of services and equipment. On cancellation of the Services, I agree to pay any applicable fees and charges as set out in the Terms and Conditions. 6. I acknowledge that provision of ADSL services is dependent on availability of the services at the location and on qualification of the line. I acknowledge that there may be disruption to my telephone service during provisioning of ADSL services. Where minimum system requirements have been specified, I undertake that I can meet those requirements. 7. iTEL Community Telco Limited may select the carrier/s in order to provide the Services, and may exchange with the carrier/s call charge and account information. 8. If iTEL Community Telco Limited considers it relevant for personal or commercial credit status, I agree to iTEL Community Telco Limited obtaining from a credit reporting agency a credit report containing personal or commercial credit information in relation to providing the Services requested. 9. I warrant that I am 18 years old or over. I warrant that all information set out on this Contract is true and correct. I understand that I am contractually bound by the Terms and Conditions of the Plan for which I am applying. 10. If I am completing this Contract on behalf of a company, I warrant that I am authorized to do so.

Account Holder/Authorised Person _____

Authorised Signatory X _____ Date ____/____/____

OFFICE USE ONLY (FOR iTEL SALES REPRESENTATIVE OR AGENT ONLY)

Sales / Agent ID _____ Name _____ Signature _____



TERMS & CONDITIONS

iTEL Community Telco Limited ABN 58 098 028 230 ('iTEL') will provide you with the services in accordance with the provisions of these Terms and Conditions, the Application for Digital Mobile Service and purchase overleaf ('Applications'), and where relevant, the Authority to transfer Mobile Service (collectively 'the contract').

V1.3, 28/09/04

1. Mobile Phone Services

iTEL will supply digital mobile telecommunications service (the 'Services'), which may be varied at any time in our discretion without reference to you, on a digital mobile telecommunications network (the 'network') of a licensed telecommunications carrier (the 'carrier') for the use of the mobile apparatus described in the Application (the 'equipment') and one or more Subscriber Identification Module cards ('SIMcard') encoded with information used to access the services.

2. Commencement

The Contract commences at the time of activation by iTEL of your SIMcard ('Activation') and will continue until terminated by iTEL under Clause 10 or by you giving to iTEL written notice of termination.

iTEL may vary any term or condition contained in the Contract on 30 days written notice to you. Upon any such variation by iTEL, you may at any time before such variation takes effect, terminate the Contract upon written notice to iTEL within 30 days after the date of such notice.

3. SIMcards

SIMcards always remain the property of iTEL. iTEL may specify certain procedures for Activation to protect against unauthorised use of a SIMcard. You must take all reasonable care to return the SIMcard to iTEL upon demand. If you fail to return the SIMcard to iTEL within 30 days of a demand made by iTEL, you must pay iTEL's standard SIMcard replacement fee.

You must notify iTEL immediately if any SIMcard is lost, stolen or destroyed (whether installed or not) and pay iTEL's standard SIMcard replacement fee.

You must obtain iTEL's express authorisation (which may be a conditional on lodgement of a security deposit under Clause 6) to use the SIMcard in countries other than Australia ('Roam'). If you are authorised to Roam, you will be charged a roaming fee, and for incoming calls at a rate set by the operator in that country.

4. Payments

You must pay all access charges, call charges and other charges to iTEL in respect of the Service for the term of the Contract in accordance with the relevant tariff specified in the Application (the 'Access Plan'), together with all taxes, duties, and levies payable in respect of the Services. You must pay these amounts whether or not the Equipment ceases to be in your possession or control for any reason.

You will be liable for access charges during any period when the Services have been discontinued or suspended by iTEL because of a failure of you to comply with the Contract.

You will be liable for all charges in relation to any SIMcard supplied to you which has been lost or stolen (whether installed in Equipment or not) until iTEL has been notified of the loss or theft.

iTEL may, by giving 30 days written notice to you, vary the Access Plan whereupon you will pay charges in accordance with the revised Access Plan.

iTEL may immediately pass on to you any changes in Carrier's charges to iTEL without reference to you.

If we have agreed to provide Services for a particular term, then the whole amount payable for the whole of the term that those Services are to be provided is a debt owing to us at the time of entering into the Contract for which we may bill you even if you cancel the Service before the term of the Contract ends.

Where you request iTEL to bill amounts falling due under the Contract to your nominated credit card, whether in the Application or otherwise, iTEL may do so and

- (a) You agree that the nominated credit card account will be operated within its terms (including any credit limit set by the relevant financial institution) so that iTEL is paid all amounts due hereunder;
- (b) You authorise iTEL to complete and sign on behalf of you all necessary forms and documents to facilitate payment from the relevant financial institution; and
- (c) You will remain liable to iTEL for all amounts falling due hereunder and which are billed to your nominated credit card until iTEL has been paid in full for those amounts.

Dishonoured Cheques:-

(a) If an invoice is paid by cheque and that cheque is dishonoured we will charge you a dishonoured cheque fee (as per National Australia Bank current charges), which amount will be added to your next invoice.

(b) We reserve the right to suspend or cancel a service without notice to you in the event that an invoice paid by cheque by you is dishonoured.

Direct Debit - insufficient funds:-

(a) If an invoice is paid by direct debit and there are insufficient funds available in the account from which the direct debit is to be drawn to pay the invoiced amount in full we will charge you a fee (as per National Australia Bank current charges), which amount will be added to your next invoice.

(b) We reserve the right to suspend or cancel provision of service to you without notice to you if there are insufficient funds available in the account from which the direct debit is to be drawn to pay the invoiced amount in full.

5. Time for Payment of Accounts

iTEL will usually invoice you monthly in advance for periodic charges such as connection and access fees (and any service fee if applicable) and in arrears for usage charges for the Services in accordance with the Access Plan.

All invoices are due 14 days after the date of issue of the invoice. You are liable to pay interest on all overdue amounts from that due date at the overdraft rate charged at the time by the National Australia Bank plus 3 percent per annum.

6. Security Deposit

iTEL may at any time require the payment of a security deposit or an increase in any previously provided security deposit before providing or continuing to provide Services. If you fail strictly to comply with the Contract, iTEL may use the security deposit to meet costs, loss or liabilities incurred as a result. Upon termination of the Contract, iTEL shall return to you any remaining security deposit, without interest.

7. Credit Check

Terms defined in the Privacy Act 1988 ('Act') have the same meaning in this Clause.

You hereby consent to the exchange of personal information relating to you of the kind referred to in section 18E(1) of the Act with a credit reporting agency at any time during the term of the Contract for the purpose of assessing your application to iTEL for credit or commercial credit, or collecting payments that are overdue in respect of credit or commercial credit provided to you by iTEL.

You agree that, at any time during the Contract, iTEL may obtain from any person or body carrying on a commercial credit assessment business, information concerning your commercial activities or commercial creditworthiness for the purpose of assessing your application to iTEL for credit or commercial credit.

You agree that, at any time during the Contract, iTEL may exchange with another credit provider personal information derived from a credit report or other report relating to you for the purposes of the assessment by iTEL or the other credit provider of your creditworthiness or the collection by iTEL or the other credit provider of monies that are overdue.

You agree that we may obtain or give a credit provider's credit reference for purposes connected with your business, trade or profession.

7.6 iTEL may from time to time set a credit limit for the provision of the Services to you. You will be notified of this credit limit and any variation thereof.

8. Liability

8.1 Because Services may be affected by the level of use of the Network and of facilities related to providing the Service, and transmission and reception may be affected or interrupted in sheltered, indoor or underground areas, or by geographic or climatic factors, within the area of coverage shown on maps given to you, iTEL does not warrant that Services will be free from interruptions, delays or faults of this kind and iTEL will not be responsible for any loss or damage which may result.

8.2 Except as provided in Clause 9.2, iTEL is not liable to you or any other person for;

- (a) any cost, loss or liability (including injury, death, loss of profit or other consequential damage) arising out of iTEL's supply or failure to supply the Services including any such costs, losses or liabilities arising as a result of any act, omission or negligence of iTEL; or
- (b) the content or confidentiality of any communications made over the Network and you agree to indemnify iTEL and keep iTEL indemnified against any costs, claims, damages, liabilities or demands claimed or made against iTEL, or which iTEL suffers as a result of any defamatory or other unlawful comments made using the Services (whether or not made by you).

8.3 iTEL has no liability to you or any other person for the acts or defaults of Carriers, for faults or defaults in Services which are caused to any material extent by your own conduct or misuse, or that arise in telecommunication services not provided under the Contract (even if those services are connected to the Services with our consent).

8.4 iTEL is not liable for any delay in installing or correcting any fault in any Service, failure or incorrect operation of any Service, or any other default in performance under the Contract caused by any event reasonably beyond iTEL's control, including but not limited to war, accident, act of terrorism, act of God, industrial action, embargo, delay or failure or default by a Carrier.

9. Warranties

9.1 Except as provided in sub-clause 9.2, all terms, conditions, warranties, undertakings, inducements and representations, whether expressed or implied, statutory or otherwise, relating to the provision by iTEL of the Services are excluded and will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (Whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect to the Service.

9.2 Where any applicable legislation implies any term, condition or warranty into the Contract or iTEL's relationship with you, or otherwise gives you particular remedy against iTEL, and the legislation or any other legislation renders void or prohibits provisions excluding or modifying the application of, exercise of or liability under such implied term, condition, warranty or remedy will be deemed to be included in the Contract or, as the case may require, apply to the relationship between iTEL and you. However, iTEL's liability for any such breach of such implied term, condition, or warranty or under such remedy, will be limited, at iTEL's option, in any one or more of the ways permitted in that legislation, including, where so permitted if the breach relates to Services the supplying of those services again or the payment of the cost of having those Services supplied again.

10. Termination

10.1 iTEL may immediately terminate this Contract if you:

- (a) breach any term of the Contract (including any terms relating to payment or use of the Services) or any term of any other agreement you have with iTEL of the Services);
- (b) Enter, or threaten to enter into, or are likely to become subject to any form of insolvency administration, whether formal or informal or threaten to cease or are likely to cease to conduct business carried on by you in the normal manner or being a natural person, die or being a partnership, dissolve or resolve to dissolve, or being a corporation, become an 'externally-administered body corporate' as defined in the Corporation Law.

11. Suspension of Services

11.1 iTEL may from time to time and without notice or liability to you suspend any of the Services (and at iTEL's discretion disconnect services in any of the following circumstances:

- (a) during any technical failure, modification or maintenance of the Network (but in that event iTEL will procure resumption of the Services as soon as reasonably practicable);
- (b) if you fail to comply with any of these terms and conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied; or
- (c) if you do, or allow to be done, anything which in iTEL's reasonable opinion may have the effect of jeopardizing the operation of those Services; or
- (d) if the amount outstanding under this Agreement at any time (whether or not its payment has fallen due) exceeds the credit limit set by iTEL under clause 7.

11.2 Notwithstanding any suspension of any Services under this Clause 11 you shall remain liable for all the charges due hereunder throughout the period of suspension (including without limitation all monthly access fees applicable to the Access Plan, and regardless of whether or not any SIMcard has been disconnected from the Network) unless iTEL in its sole discretion determines otherwise.

12. Confidentiality

12.1 iTEL retains all intellectual property rights on information in any form relating to the Services, the design or operation of the Network, the manner in which iTEL arranges Services, charges and discounts, and other financial and technical information relating to the provision of Services to you ('Confidential Information'). You will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied, and you will not use information which you acquire from us for any purpose not authorised in writing by us or in any manner which may cause us loss, whether by way of damaged reputation, financial loss or otherwise.

12.2 On the termination of the Contract for any reason, you will destroy or return to us all Confidential Information.

13. General

13.1 iTEL may exchange information with a Carrier concerning your account, including particulars of calls and call charges.

13.2 The Contract is governed by the laws of Queensland.

13.3 The Contract contains the whole understanding of the parties to the exclusion of any prior or collateral Contract or understanding of any kind relating to the Service. You acknowledge that you enter into the Contract entirely as a result of your own enquiries and that you do not rely on any statement, representations or promises by us or on our behalf not expressly set out in the Contract.

13.4 The failure by either party to exercise any right or remedy under the Contract in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

13.5 You will not assign, charge or otherwise deal with your rights under the Contract except with our prior written consent. However, iTEL may upon 30 days written notice assign all or any of its right and obligations under the Contract.

14.1 For any further Terms and Conditions or to view iTEL's Privacy Policy, please refer to the Mobile Phones Link at www.itel.net

Name

Signature