



ABN: 53 105 263 974

To: Faxem International Pty Ltd

Fax: 1300 764 413

Fax Broadcast Service Agreement

Instructions:

Please read and complete the required details of the agreement below. Once complete, simply fax both pages to Faxem International Pty Ltd, 1300 764 413. On receipt of the completed agreement Faxem International will process your application. You will be notified of acceptance upon completion of processing your application.

CONFIDENTIAL

Business Trading Name			ABN:		
Name of Director/s or Authorised Account Holder		Website Address			
Contact Person		Phone:			Fax:
Email Address for Contact Person		Email Address for Accounts			
Contact Person for Account Enquiries		Phone:			Fax:
Address (Location)					
	City:	State:		Post Code:	
Address (Postal) if same as above please tick <input type="checkbox"/>					
	City:	State:		Post Code:	
Comments or special requirements:				Full Service	<input type="checkbox"/>
				Self Service	<input type="checkbox"/>
Estimated Monthly Volumes:		Fax Pages Per Month	Price (standard per page) ex GST		

Trade References

Please provide 2 trade references below to complete your account application

Company name:	1.	2.	
Contact Name:			
Phone number:			
Fax Number:			

MASTER AGREEMENT for the dispatch of FAX messages in bulk via Faxem Fax Broadcast Service:

Between: (The Entity's name)

And Faxem International Pty Ltd, Australia.
- Hereinafter known as FAXEM -

Represented by its managing director, sole trader
- Hereinafter known as the BUYER –

1. FAXEM is to dispatch fax messages in bulk to the addresses provided by the BUYER. FAXEM shall specify the manner in which the order is to be properly handled.
2. The BUYER is to exempt FAXEM from third party claims for compensation for damages should the dispatch of a circular fax message be unauthorised. The BUYER must comply with the jurisdiction of the receiver's country. Specifically in Australia, the BUYER must comply with the *Do Not Call Register Act 2006*, and ensure all fax marketing faxes sent comply with requirements under the Do Not Call Register.
3. Further item 2 above, the BUYER must ensure all marketing faxes sent comply with the legislative requirements under the Fax Marketing Industry Standard 2011. The BUYER is responsible, unless managed by Faxem, to adhere to required times marketing faxes can be sent. The BUYER must ensure they comply with the fax Marketing Industry Standard by disclosing all required information on the marketing fax document including an opt-out facility. The BUYER must also ensure they adhere to the limit of faxes sent within the specified period.
4. FAXEM is not obligated to check the BUYER's address lists to confirm that all the addresses comply with the regulation in items 2 and 3 above.
5. Any fax records for Blocking/Removal supplied by the BUYER must be provided in EXCEL format via email prior to the fax being dispatched. If list formatting is required an additional service fee will apply, FAXEM will communicate prior to proceeding. If the BUYER uses the account on a self managed basis, the BUYER is responsible for attaching any block fax list files in the correct excel format.
6. Since the fax messages are to be sent out via monopoly lines owned by external parties, FAXEM cannot accept any liability for faulty transmission. Likewise, no warranty can be given that the fax messages will be delivered at specific times. FAXEM will endeavour to adhere to the dispatch times desired by the BUYER.
7. FAXEM will invoice in accordance with fixed prices for number of pages of fax messages successfully sent. FAXEM shall reserve the right to save fax numbers which have been dialled unsuccessfully and to disregard them, having made further unsuccessful attempts to send them.
8. All prices will be exclusive of the statutory rate of Goods and Services Tax, currently at 10% unless stated otherwise. See current Fax Pricing Schedule for per fax page rates provided in line with monthly volume, and additional relevant pricing. Prepayment will be required initially; if no previous trade history exists between FAXEM and the BUYER. All prepaid amounts are non refundable however can be used for any services provided by FAXEM and do not expire. **Standard payment terms are strictly 14 days from the date of invoice**, with invoices issued fortnightly via email. A late fee will apply to invoices not paid within payment terms. The BUYER agrees to pay all late fees applied on the BUYER's overdue account. In the event that the BUYER's account remains unpaid and is forwarded to our debt collation agency, the BUYER agrees to pay all costs associated with debt collection.
9. The invoices for sending out fax messages will be order-related. However, the invoice and receipt will be raised upon completion of the order, once the number of successful transmissions is known.
10. The BUYER agrees to pay FAXEM for all successful sent fax pages logged on the BUYER's account. FAXEM takes no responsibility for transactions occurring within the BUYER's account due to the BUYER's mishandling of self-managed account details and passwords.
11. The BUYER shall have online access to transmission statistics free of charge with transmission confirmation / error report. Protocols in other media, (printout, diskette) will be supplied subject to a surcharge being levied.
12. FAXEM gives an unqualified assurance that it will observe the (Australian) Privacy Legislation Act. All FAXEM's employees shall be subject to the (Australian) Privacy Legislation Act, since it will be incorporated into their contracts of employment. Importantly, employees of FAXEM must abide by a strict 'Code of Ethics' ensuring the utmost professionalism in the treatment of customers and their information. The addresses and fax numbers provided by the BUYER are to be used solely for the BUYER's order, and are not to be passed on or saved. Once the order has been carried out, they are to be deleted.
13. The BUYER agrees to ensure that their registration details are true and accurate at all times. Specifically, the BUYER must notify us of any change to the registration details as originally supplied.
14. The BUYER indemnifies FAXEM and FAXEM's related bodies corporate and FAXEM's respective officers, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) on a full indemnity basis, which may be instituted against FAXEM arising out of a failure by the BUYER (or by any person using the BUYER's password or ID, whether or not the BUYER has authorised that person to use the BUYER's password or ID) to comply with these terms and conditions.
15. This Agreement to use FAXEM's Fax Broadcast service is valid whilst the BUYER continues to use the service, and until the BUYER advises FAXEM that they wish to cancel their relevant service and account access. The terms and conditions of this agreement may change at any time, announcements are provided in writing, via email, online or via a request to complete an updated agreement. The BUYER must advise FAXEM immediately in writing if the event they wish to cancel or close the account; otherwise remain responsible for all activity or transactions generated within their account.
16. The place of jurisdiction shall be the court having jurisdiction where FAXEM has its main office. In the event that one of the above points should be ineffective, the remaining points shall retain their validity.

Place, Date:
BUYER (*Authorised Signatory*):
Legally-binding signature and stamp

Date, / /
Faxem International Pty Ltd

Entity Name : _____ **Trading as:** _____

Contact Name: _____ **Position:** _____

Phone Number: _____ **Fax Number:** _____

FOR OFFICE USE ONLY:

Received On: _____ Received By: _____

Account Manager: _____ Account Number: _____