



ABN: 53 105 263 974

To: Faxem International Pty Ltd **Fax: 1300 764 413**
Single and Bulk Internet SMS 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

Account Details Registration

Business Trading Name/ Personal Name			ABN if applicable:
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:	SMS Send Per Month	Price (standard per SMS) plus GST	
Account Manager:		Customer Number:	

Trade References (Required for Invoiced Accounts only)

Please provide 2 trade references below to assist with your account application

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

Single and Bulk Internet SMS Service Agreement

Between: (The Entity's Name)

And Faxem International Pty Ltd, Cairns, Australia.

- Hereinafter known as FAXEM -

Represented by its managing director, sole trader

- Hereinafter known as the BUYER –

The terms and conditions of service are between the Entity and/or the person named in the Account Details registration, here in after know as the BUYER. For the purpose of this agreement, Faxem International is here in after know as FAXEM.

1. FAXEM is to dispatch single and bulk SMS messages to the addresses provided by the BUYER. The electronic protocols of 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 SMS message be deemed unauthorised. BUYERs have to respect the jurisdiction of the receiver's country. For example, if the BUYER is sending SMS messages to Australia, the BUYER should know if advertisements may only be sent out to SMS customers with whom the BUYER already has permission to do so. In particular FAXEM refers to Privacy Laws prohibiting misuse of personal information, whereby the BUYER shall render himself liable to damages if he breaches this regulation.
3. FAXEM is not obliged to check the BUYER's address lists to confirm that all the addresses comply with the regulation in No. 2 above.
4. Since the SMS messages are to be sent out via hardware owned by external parties, FAXEM cannot accept any liability for faulty transmission. Likewise, no warranty can be given that the SMS messages will be delivered at specific times. FAXEM will endeavour to adhere to the dispatch times desired by the BUYER.
5. 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 their registration details as originally supplied.

PURCHASING:

6. Faxem International records are conclusive evidence of the amount payable and credits purchased. All prices will be exclusive of the statutory rate of Goods and Services Tax, currently at 10% unless stated otherwise. See current Internet SMS Pricing for rate in line with prepaid and monthly volume.

INVOICED ACCOUNTS

1. FAXEM will invoice in accordance with fixed prices for number of SMS messages sent.
2. Prepayment will be required initially; if no previous trade history exists between FAXEM and the BUYER.
3. FAXEM shall reserve the right to save phone numbers which have been dialled unsuccessfully and to disregard them, having made further unsuccessful attempts to send them.
4. A 5% administration surcharge applies to all invoiced accounts and will be charged in addition to the invoiced amount.
5. Normal payment terms are strictly 14 days from the date of invoice, with invoices delivered fortnightly.
6. A late fee may apply to invoices not finalised within payment terms as per Section 6 e. of this agreement. This fee will be calculated at 5% monthly of the outstanding amount due on each invoice.
7. The BUYER agrees to pay any costs associated with the collection of their unpaid invoices generated by FAXEM, including those fees associated with debt collection agencies.
8. The invoices for sending out SMS messages will be order-related. However, the invoice and receipt will be raised upon completion of the order, once the number of total transmissions is known.

PREPAID ACCOUNTS:

7. All prepaid amounts do not expire (refer to section 8 of this agreement) and are non refundable however can be transferred to any services provided by Faxem.
 1. BUYERs who are using FAXEM's self service system for sending SMS's agree to pay FAXEM for all SMS's logged to the BUYER's account.
 2. 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.
8. Internet SMS credits do not expire however; accounts that have been deemed inactive for a period of more than 12 months will be closed and all remaining credits will be forfeited. The BUYER will be notified prior to the account closure and will have every opportunity to keep the account open if so requested by the BUYER.

PRIVACY:

- 9. Faxem International has a privacy policy that covers the collection and use of personal information that is collected by Faxem when you visit our website and register to receive our services. Your privacy is a priority for Faxem International and we go to great lengths to protect it at all times.
- 10. 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 provided by the BUYER are to be used solely for the BUYER's order, and are not to be passed on or saved.
- 11. Faxem International collects information in various methods which includes but is not limited to the following:
 - 1. Collected via our on-line registration form
 - 2. Sent to us via email
 - 3. Faxed to our office
 - 4. Over the telephone
 - 5. Conventional mail
- 12. When registering for Internet SMS, we may contact you (the BUYER) and from time to time provide you (the BUYER) with additional information relating to the Internet SMS solution or any other services offered by Faxem International in the form of an email or email newsletter. Please request to be unsubscribed if you do not wish to receive this information.

USAGE:

- 13. You the BUYER as part of this agreement will endeavour to and make yourself and any other personal using this system, aware of any State and Federal or Territory legislation concerning SPAM and the soliciting of information via the Internet SMS system that may deemed to be SPAM material.
- 14. It is the responsibility of the BUYER to ensure that there is no illegal use or misconduct of this service contrary to any laws including state, Federal or Territory legislation. It is therefore the responsibility of the BUYER and the BUYERs' personnel to abide by these laws at all times.

DESKTOP APPLICATION:

- 15. Faxem International will not be held liable for the download of its Internet SMS desktop application. Faxem International does not warrant that the website and its servers are free from any viruses or other harmful components and is therefore not responsible for any damages of any kind from the access and the use of the site.

GENERAL:

- 16. 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.
- 17. 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.
- 18. We may modify these Terms and Conditions at any time without notice to you by posting the revised Terms on our website.

<p>Place, date</p> <p>BUYER Legally-binding signature and Stamp</p>

<p>Cairns, / / 2010</p> <p>Faxem International Pty Ltd</p>

Entity Name: _____

Trading as: _____

Contact Name: _____

Phone Number: _____

Fax Number: _____