



ABN: 53 105 263 974

To: Faxem International Pty Ltd

Fax: 1300 764 413

Advanced Bulk 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

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:			
Estimated Monthly Volumes:	SMS/Email Send/Storage Per Month	Pricing plus GST	As per pricing schedule
Account Manager:		Customer Number:	

Trade References

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

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

MASTER AGREEMENT for the dispatch of **Advanced SMS** messages in bulk:

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 –

1. FAXEM is to dispatch SMS messages in bulk 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 provide FAXEM with the message(s)/numbers to be dispatched together with the addresses to which the message(s) are to be sent.
3. The Buyer shall indemnify and protect FAXEM from all claims, damages, costs, interest, penalty or other remedy claimed by any company, authority or person for any unlawful or unauthorised email transmission or content.
4. The Buyer warrants that no address/number supplied to FAXEM will give rise to any valid complaint or claim by any party.
5. FAXEM undertakes to exclude individual addresses/numbers from the dispatch lists as directed by the Buyer. The precondition for this is that the information required is transmitted in electronic form and in Excel format i.e. sms list, or a file on a diskette and not by telephone. Numbers to be excluded will only be accepted on working days from Monday to Friday and must be provided with the campaign message and the addresses for them to be taken into consideration.
6. Since the sms/email messages are to be sent out via external parties, FAXEM cannot accept any liability for faulty transmission. Likewise, no warranty can be given that the email 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 the Advanced Bulk SMS Pricing Schedule based on the total storage of records and total sms/emails sent in a calendar month. Prepayment will be required initially; if no previous trade history exists between FAXEM and the BUYER.
8. All prices will be exclusive of the statutory rate of Goods and Services Tax, currently at 10% unless stated otherwise.
9. SMS/Email invoices will be generated on a calendar month basis. The buyer agrees to pay invoices within 14 days of the invoice date. A late fee may apply to invoices not finalised within payment terms. The Buyer agrees to pay any costs associated with the collection of their unpaid invoices generated by FAXEM.
10. Buyers who are using FAXEM's self managed system for sending SMS/emails agree to accept responsibility for payment to FAXEM for all records stored and any messages sent by the buyer using FAXEM services.
11. The Buyer shall be provided access to transmission statistics free of charge with transmission confirmation / error report. Reports 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, as 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 used for any other purpose.
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 agrees not to use FAXEM's products or services for any unlawful purpose (whether known or not) or in any manner which may infringe or violate any third party's rights. The Buyer further agrees that they will not use FAXEM's service to transmit or upload any harmful files or unsolicited SMS messages.
15. 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.
16. This Agreement to use FAXEM's Advanced Bulk SMS and/or Email service is valid for a period of 12 months from the date signed by the Buyer and FAXEM. The Buyer must advise FAXEM immediately if they wish to cancel or close the account during this period, otherwise remain responsible for all activity or transactions generated within their account and the relevant charges. Should the Buyer wish to cancel or close their account with FAXEM, they acknowledge that they must provide this request in writing for this to occur. The service will be deactivated after this point.
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.

Place, date

Buyer (Authorised Signatory)
Legally-binding signature and Stamp

Cairns, / / 200

Faxem International Pty Ltd

Entity Name: _____

Trading as: _____

Contact Name: _____

Phone Number: _____

Fax Number: _____