



ABN: 53 105 263 974

To: Faxem International Pty Ltd

Fax: 1300 764 413

Easy 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:			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

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 **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 exempt FAXEM from third party claims for compensation for damages should the dispatch of a SMS message be 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. FAXEM undertakes to exclude individual addresses 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. email message, 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 request for them to be taken into consideration.
5. 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.
6. FAXEM will invoice in accordance with fixed prices for number of SMS messages sent. 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.
7. All prices will be exclusive of the statutory rate of Goods and Services Tax, currently at 10% unless stated otherwise. See current Easy Bulk SMS Pricing for rate in line with monthly volume. Prepayment will be required initially; if no previous trade history exists between FAXEM and the BUYER. Payment terms are strictly 14 days from the date of invoice, with invoices delivered fortnightly. 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.
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.
9. 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.
10. 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.
11. 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. Once the order has been carried out, they are to be deleted.
12. 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.
13. 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.
14. This Agreement to use FAXEM's services 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. 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.
15. 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
Legally-binding signature and Stamp

Cairns, / / 200

Faxem International Pty Ltd

Entity Name: _____

Trading as: _____

Contact Name: _____

Phone Number: _____

Fax Number: _____