

Application and Purchase Forms

Smsinbulk Pty Ltd

COMPLETE IN PRINT AND FAX to 0883837306

Full Name or Company (Legal Name) Trading Name (if applicable)		Company ABN	
Street Address	Suburb	State/Territory	Postcode
Billing Address (if different from above)	Suburb	State/Territory	Postcode
Contact Name	Landline	Email	Mobile

For Individual Applicants

First Name	Last name	Mobile	Home Phone
Street Address	Suburb	State/Territory	Postcode
Drivers License No & State	Applicants DOB	Email	Referrer's Mobile Number

Application For Smsinbulk Service Acknowledgment of Obligations:

I ("The Applicant") hereby apply Smsinbulk Pty Ltd ACN 073947309 ("Smsinbulk") Services and acknowledge that Smsinbulk will periodically bill for the Service for the term of the agreement ("Contract Term"). The Service will be supplied through network operators ("Carriers") nominated by Smsinbulk on a monthly basis for the life of the service and the nominated cards will be debited monthly ("Monthly Cost") by direct debit request until the end of the nominated period. No refunds or cancellations apply. I acknowledge that such services will only be provided after acceptance of this application by Smsinbulk and in particular if necessary following credit checks. I acknowledge that Smsinbulk services will be provided in accordance with the Smsinbulk Terms and Conditions which I have read and understood. I agree to Smsinbulk conducting a verification check or contacting a credit reporting agency at its discretion, for the purpose of obtaining a report containing personal credit information in relation to personal or commercial credit provided by Smsinbulk, or otherwise as set out in the Smsinbulk Terms and Conditions. Policies regarding Privacy of information and other privacy procedures can be viewed on the Smsinbulk website.

The Applicant (or its duty authorised officer if a company) understands the above conditions and obligations, and agrees to the Smsinbulk Terms & Conditions found following this Application.

Contract Term	Monthly Credits
Monthly Cost	Annualised Credits
Signature of the Applicant	Application Date
	Requested Activation Date

PAYMENT METHOD AND DIRECT DEBIT REQUEST FORM AND AUTHORITY DEBIT (please tick box)

DIRECT DEBIT CREDIT CARD
(Complete Section A)

DIRECT DEBIT BARTECARD
(Complete Section B)

CARD DETAILS:

Please debit my Visa, Amex, Diners Club, Mastercard, Bankcard or Bartercard as follows:

Bank and Bartercard Transaction fees of 5.5% will be applied to payments made using VISA, AMEX, Diners Club, Bankcard and or Bartercard.

Company Name (legal Name) Trading Name or Individual Name (if Applicable) Given Names or ABN

Request and authorise Smsinbulk Pty Ltd ("Smsinbulk") to arrange, through its own Financial institution for the contracted monthly amount Smsinbulk may debit or charge to be debited through a Bulk Electronic Clearing System from an account held at the financial institution identified by you below and paid to Smsinbulk, subject to the terms and conditions of this direct debit Request Service Agreement.

A. VISA, AMEX, Diners Club, Mastercard or Bankcard

Cardholder's Name Credit Card Number

Cardholder's Signature Card Type Expiry Date (MM/YY)

B. Bartercard

The Bartercard component when authorised may be prepaid for the length of this agreement on application.

Bartercard Company Name Bartercard Number

Cardholder's Signature Card Type Expiry Date (MM/YY)

ACKNOWLEDGEMENT: By signing this Direct Debit and charge request you acknowledge having read, understood and agreed to the terms and conditions governing this Direct Debit and charge Agreement between you and Smsinbulk as set out in this request and in your Direct Debit and charge request Agreement. Your Direct Debit and charge Service Agreement is available to be viewed at www.smsinbulk.com

Terms and Conditions

This is a summary of the standard Form of Agreement for the provision for mobile services by Smsinbulk Pty Ltd, ACN 073947369

PROVISION OF SERVICES

Your service will be provided by Smsinbulk. Your Standard Agreement comes into effect when you are first activated to the Smsinbulk system. You acknowledge that although Smsinbulk will take all reasonable steps to make sure you receive the highest quality mobile service within our coverage areas, the mobile service is not entirely free from faults or interruptions. Certain factors, such as network congestion, maintenance, geographic factors, obstructions or interference may mean you will not receive the normal high quality mobile service in certain areas at certain times. Where you send or receive information services as part of the mobile service, we do not warrant the accuracy of the information, or the security, of those services.

CHARGES AND PAYMENT FOR SERVICES

Your contract plan and included credits will be applied from the registration and or account activation date. Smsinbulk will usually invoice you monthly for the services in accordance with our current charges. Unless specifically stated, charges are net of all discounts. Smsinbulk may offer rebated or call credits in conjunction with specific products or promotions offered to certain customers the value of the rebate or call credits will be determined in accordance with certain criteria and provided as part of the agreement of sale. If any discounts are offered in conjunction with specific products offered by Smsinbulk, the discounts may be adjusted on a pro rata basis if your monthly spend falls below the amount agreed on your application form (if applicable).

Smsinbulk will bill you in advance for connection, services (where applicable), periodic charges and in arrears for usage charges. Methods of payment include Direct Debit from your nominated bank account, automatic debit of your nominated credit card or your nominated trade exchange account (certain cards may incur additional transaction fees).

All charges must be paid on or before the Due Date. In situations where payments are received later than Due Date, you may be charged late payment fees of up to \$2 per day or 5% of the outstanding balance, whichever is the greater amount. Charges arising from transactions that have occurred prior to the period covered in any specific billing period will be due and payable upon presentation of invoice.

If in any product a standard rebate or credit is given and payment is made after the Due Date, the rebate or credit will be forfeited.

You agree that a credit report, which may contain personal information concerning you, may be given to us by any Credit Reporting Agency in order to process your account application or at certain spending benchmarks during the period of your service usage. You also authorise Smsinbulk to provide Credit information to any Credit Provider or Credit Reporting Agency

A transaction of \$1 may be processed to validate Direct Debit account details. A credit will be applied for an equal amount on your first bill. Smsinbulk may from time to time require you to lodge a security bond as a condition for us providing services to you, which may be applied against any outstanding amount owed to us.

Current charges for services are available on request or by accessing www.smsinbulk.com.

PERIOD OF AGREEMENT

The Agreement starts on the date the customer Agreement and or registration is signed by you and continues until terminated.

This agreement will be in force for that term specified on your Smsinbulk Customers Agreement (if applicable).

SUSPENSION AND TERMINATION

Smsinbulk reserves the right to suspend or terminate the provision of Services to you, where charges owing to us or any amounts remain outstanding after 30 days, unless Smsinbulk have received notice from you of a bona fide dispute of those charges.

Either party to this Agreement may terminate the Agreement by providing not less than 30 days written notice to the other, unless a specific term of Agreement is stated in your Customer Agreement. In such cases, early termination penalties will apply in accordance with the formula described in these terms and conditions. Smsinbulk may terminate this agreement immediately by notice if:

- You have breached this Agreement
- A liquidator or receiver and manager or any other administrator of your business or assets is appointed.

If Smsinbulk provides a Service for a specified term you remain liable for all charges payable under this Agreement in respect of services provided up to the time of termination of the agreement. You will be required to pay any remaining amount outstanding in full, immediately or in the usual monthly payments.

If a customer who has agreed to a 12, 24 or 36 month term cancels their Smsinbulk service or their Smsinbulk service is disconnected for any reason, or switches to another service earlier than the expiry of 12, 24 or 36 months ("Termination") the customer will be required to pay the total of the minimum spend per month for the duration of the contract.

FAULTS AND COMPLAINTS

Smsinbulk will attend to faults any complaints with your service during Australian Business Hours (EST). Customer Service contact numbers can be found on the website. Smsinbulk will handle all complaints in accordance with its Complaints Handling Procedure, a copy of which will be supplied upon request.

LIMITATION OF LIABILITY

Smsinbulk

- Is not responsible for any fault which is within the network of a Supplier (Carrier) or web server provider.
- Will notify those responsible for the fault and request that the fault be corrected promptly.
- Will report back to you as to the status of the faulty.
- Is not responsible for the delays in the installation of or repair of any Supplier or the incorrect operation of any service provided by another Supplier.
- Smsinbulk will bear no further liability or responsibility for consequential loss or damages.

Smsinbulk may vary the terms of this agreement from time to time.

Further information and an up to date version of these terms may be obtained from the Smsinbulk website, www.smsinbulk.com.

GROUP CAP / FLEET PLANS

Smsinbulk Corporate Plans are available for eligible customers. For more information please register your interest on the Smsinbulk website at www.smsinbulk.com.

PRIVACY ACT

By signing the customer Application form you also agree that Smsinbulk may collect, use and disclose Personal Information about you or your company in accordance with the Privacy