

SERVICE AGREEMENT AND USER LICENSE

BETWEEN

Bulletin Wireless Ltd

AND

Client name here

**Test Account ONLY**



6. ACTS OF GOD Bulletin Wireless shall have no liability for such acts nor does this Agreement cover time and/or materials to repair, diagnose, consult or re-build hardware and/or software or files that may have been damaged due to fire, lightning, water, winds or acts of nature.
7. ENTIRE AGREEMENT This agreement constitutes entire agreement between the parties hereto on the subject matters set forth herein. All prior agreements, whether written or oral, shall be of no force or effect. Any statement, agreement, representation or other communication or expression not contained herein is without authorisation or and shall not be binding upon Bulletin Wireless.
8. EFFECTIVE DATE This agreement shall become effective if and upon the date, it is executed by an officer or duty authorised representative of Bulletin Wireless Ltd at its principal place of business.
9. TERMINATION Bulletin Wireless may suspend this agreement immediately if it is the view of either Bulletin Wireless or the telecommunications carrier that the service is being used indiscriminately for unsolicited marketing and/or contains offensive or illegal material; to any mobile user.  
 Bulletin Wireless may terminate this agreement if the Customer is not capable of remedying the indiscriminant use; or the breach is capable of being remedied and the party in breach fails to remedy the breach within 10 Working Days after notice in writing has been given to the party in breach requiring such breach to be remedied; or where an Insolvency Event occurs in respect of the other party.
10. WARRANTY Bulletin Wireless warrants that it is the owner or licensee of all of the intellectual and property rights in the services supplied to the Customer. Bulletin Wireless hereby indemnifies the Customer for all costs and expenses (including between solicitor and client), losses or claims whatsoever which the Customer may incur or suffer in the event the foregoing warranty is breached. Such amount payable to the Customer will be limited to the amount the Customer has paid Bulletin Wireless for services for the immediate month prior to any claim being lodged by the Customer
11. SPAM or spamming means use of the Internet's ability to communicate to a large or infinite number of remote users in a manner which will or is likely to annoy some or all those users, for example, by the transmission of unsolicited bulk messages (or "junk mail") of any kind. An important element of this annoyance is the cost to the recipient users in terms of misappropriation of Internet time and computer resources.

**Bulletin Wireless Ltd**

**Customer by:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A-1**

**Pricing Structure**

**Bulletin Connect**

	<b>Monthly Fees</b>	<b>Setup Fees</b>
Bulletin Connect Plus Software Licence <i>Test Account only</i>		nil
Hosting / Service and Support Fee (Monthly)	nil	
- All software upgrades and releases are supplied to the Customer as part of the monthly support fee		
<b>Total:</b>	<b>nil</b>	<b>nil</b>
Message Charges will be charged by Bulletin to the Customer	<b>Cost Per Message</b>	
All National Messages	0.17	
Replies messages are charged to the handset by the carriers at standard rates.		
International messages will be charged at the International rates at the time of billing.		

**All prices exclusive of GST.**

**Payment Terms and Notes**

- Prices are effective from 20 Feb 2003.
- Prices are subject to change with one month's prior written notice to the Customer.

**Payment Details**

- Payment of the set-up fee and first month's service and support Fee is required before connection to this service will be made.
- Account payments are payable on the 20th of the month following invoice. Collection costs, if any, will be added to the amount payable.
- Service and support fees are invoiced one month in advance.
- Message Volumes (where applicable) are indicated on invoices are for the previous month and shown as the total volume transmitted.

'Message Volume' is defined as the total messages transmitted from the client's domain or connection to Bulletin Wireless.

**Support**

- 24 x 7 Support number: (09) 374 1963
- Support Email: support@bulletinwireless.com