

Please fax completed Schedule to 03 8612 3689

# SMS Service Agreement

This is an agreement to provide SMS services between Message 4U Pty Ltd, with ABN 16 095 453 062 and trading as MessageMedia, and the Customer.

Customer			
Company Name		ABN	
Postal Address			
City	State	Postcode	Country
Service and pricing			
Product:	<b>Opticare API SMS</b>	Additional Services: Yes / <b>No</b>	<b>Tier 1 Australian Carriers Only</b>
<p><b>Service Fees &amp; Charges (All figures are GST exclusive and in Australian Dollars)</b></p> <p>(a) MessageMedia's fees are as follows for the Customer's Account:</p> <ul style="list-style-type: none"> <li>(i) Account Activation and License Fee (Once-Off) : <b>\$49</b></li> <li>(ii) Monthly Access Fee: <b>\$25</b>, includes \$25 of included messages</li> <li>(iii) If applicable, Dedicated Mobile Number Activation (Once-Off): <b>n/a</b></li> <li>(iv) If applicable, Dedicated Mobile Number Monthly License Fee: <b>n/a</b></li> </ul> <p>(b) SMS Message pricing structure (Monthly):</p> <ul style="list-style-type: none"> <li>(i) <b>Flat rate at 20 cents</b> per message</li> <li>(ii) Delivery Reports (if activated) at <b>10 cents</b> each.</li> </ul>			
Acceptance of Terms and Conditions			
I, _____ (print name), being duly authorised to enter into this Agreement, have read and accept the Terms and Conditions of this SMS Service Agreement, effective from ____ / ____ / ____ (today's date), on behalf of the Customer listed above.			
Signature: _____			
Contact details			
Key Contact Name			
Phone		Mobile	
Email		Fax	
Account Administrator Name			
Phone		Mobile	
Email		Fax	
Billing Contact Name			
Phone		Mobile	
Email		Fax	

Please turn over for Payment Options

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Payment Method (please tick one)			
MessageMedia's preferred methods for receiving funds are Direct Debit - Credit Card and Direct Debit – Bank Account. We will issue an invoice at the end of each month and take payment on the invoice due date. Please note that service suspension for non-payment by the due date is strictly enforced.			
<input type="radio"/> Direct Debit – Credit Card		Alternate payment methods attract a monthly \$5 (ex GST) non-direct debit surcharge and are permissible subject to a customer credit assessment.	
<input type="radio"/> Direct Debit – Bank Account		<input type="radio"/> BPAY	
		<input type="radio"/> Electronic Funds Transfer (EFT)	
		<input type="radio"/> Credit Card over the phone	
		<input type="radio"/> Cheque	
Direct Debit - Credit Card			
Card Type (please circle)			
<b>VISA / MASTERCARD / AMEX* / DINERS*</b>			
<small>*Transactions attract a 2% processing fee</small>			
Credit Card Number			
Expiry Date		Security Code	
Cardholder Name			
Cardholder Signature			
Direct Debit – Bank Account			
By completing this section, you authorise Message4U Pty Ltd with ABN 16 095 453 062 and with Debit User Number 349439, the Debit User, to debit your account, detailed below, with the invoiced amount, through the Direct Debit System. I/we must pay you when due under the arrangement between us.			
Financial Institution Name			
Address			
City	State	Postcode	Country
BSB (6 digits)		Account Number	
Account Name/Payment Details			
Person/s authorised to operate this account must sign below			
Signature		Date	
Signature		Date	

### DIRECT DEBIT SERVICE AGREEMENT

You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System. This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payments to us.

Please ensure you keep a copy of this agreement as it sets out certain rights and obligations you have with us by giving us your Direct Debit Request.

- We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.
- We only draw money out of your account in accordance with the terms of your Direct Debit Request.
- We give you a statement of the amounts we draw under your Direct Debit Request every month.
- On giving you at least 14 days notice we may change our procedures in this arrangement; change the terms of your Direct Debit request; or cancel your Direct Debit Request.
- You may ask us to alter the terms of your Direct Debit Request; defer payment to be made under your Direct Debit Request; stop a drawing under your Direct Debit Request; or cancel your Direct Debit Request by informing us of the change you require and the reason for the change. Please contact us by email at [accounts@MessageMedia.com.au](mailto:accounts@MessageMedia.com.au). Stops and cancellations of your Direct Debit Requests can be directed to us or your own Financial Institution.
- You may dispute any amount we draw under your Direct Debit Request by notifying us of your dispute by email and provide us details of the payment you are disputing and reasons for the dispute at [accounts@MessageMedia.com.au](mailto:accounts@MessageMedia.com.au). We will endeavour to resolve any dispute within 14 days. Disputes may also be directed to your own Financial Institution.
- We deal with any dispute under clause 6 of this agreement by investigating the dispute and if it is found that the amount has been debited in error we will refund you the disputed amount within 7 days. Where it is found that the disputed amount has been debited correctly and in accordance to the terms of the Direct Debit Agreement, we will notify you of that outcome in writing within 7 days.
- If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the next business day.
- If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will charge you for any fees incurred to us by our financial Institution as a result of the reject. We will contact you within the next business day to discuss a reattempt to draw the funds from your account in accordance with your Direct Debit Request, or to arrange alternative methods of payment.
- We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless you dispute any amount we draw under your Direct Debit Request, where we will be required to disclose your information to your Financial Institution in order to investigate the dispute; you consent to that disclosure; or we are required to disclose that information by law.
- Not all accounts held with a financial institution are available to draw on under the Direct Debit System.
- Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.
- Please enquire of your financial institution if you are uncertain when your financial institution processes an amount we draw under your Direct Debit Request.
- It is your responsibility to ensure there are sufficient clear funds available in your account, by the due date to enable us to obtain payment in accordance with your Direct Debit Request.