



wireless innovations
smart solutions ...



Post Paid - Account Plan Application

CUSTOMER DETAILS

| | | |
|--|-------------|--|
| TITLE: | GIVEN NAME: | SURNAME: |
| TRADING NAME: | RBN/ABN: | |
| ENTITY NAME (REGISTERED NAME WITH ABR): | | |
| COMPANY ADDRESS: | | STATE OF REGISTRATION: |
| | | COMPANY PHONE: |
| STATE: | POST CODE: | COMPANY FAX: |
| POSTAL ADDRESS: | | MOBILE NUMBER: |
| | | CONTACT PERSON E-MAIL: |
| | | Please note that this email address must be valid as all invoices are sent via email |
| STATE: | POST CODE: | WEB ADDRESS: |
| CONTRACT TERM: | | |

MONTHLY CHARGES/PLAN

*Please enter the redcoal Plan you require

REDCOAL PLAN*

| | | |
|-----------------------|----------------------|--|
| SME10 | <10 Users | \$55.00 Per Month/250 SMS Per Month Included |
| SME20 | 11 - 20 Users | \$105.00 Per Month/500SMS Per Month Included |
| SME50 | 21 - 50 Users | \$195.00 Per Month/1000 SMS Per Month Included |
| Corporate | Unlimited | \$375.00 Per Month/2000 SMS Per Month Included |
| Higher Volumes | POA | |

*Included messages not used in a specific month are not rolled over to the next month

*Additional SMS charges only incurred once you have exceeded the maximum number of messages included in your selected plan per month

E.G. The redcoal SME10 plan allows you to send 250 SMS per month – all subsequent messages are charged at \$0.20 per SMS.

*All fees are inclusive of GST



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ADDITIONAL SMS CHARGES*

| | |
|-----------------------|---------------------|
| SME10 | \$0.200 Per message |
| SME20 | \$0.180 Per message |
| SME50 | \$0.165 Per Message |
| Corporate | \$0.159 Per Message |
| Higher Volumes | POA |

PAYMENT TERMS

Monthly Charges will be invoiced on the first date of Purchase. Future invoices will be submitted monthly there in and will include any additional SMS charges for the previous month.

REDCOAL PAYMENT DETAILS

| |
|--|
| <input type="checkbox"/> CHEQUE (Made payable to "REDCOAL PTY LTD ") |
| <input type="checkbox"/> CREDIT CARD/DIRECT DEBIT (Please fill in attached EziDebit form – last page of this application) |
| <input type="checkbox"/> EFT (Bank transfer) |

Please send remittance advice with payment

| |
|------------------------------------|
| CONTACT NAME FOR REMITTANCE ADVICE |
|------------------------------------|

AGREEMENT

| | |
|--|-----------------|
| I/We have read, understood and agree to the Terms and Conditions at http://www.redcoal.com/tnc.aspx and Terms of Engagement as included in this contract and agree to pay the applicable fees. | |
| X SIGNATURE: | DATE: / / |
| PRINT NAME: | POSITION: |

RETURN OR FAX FORM WITH PAYMENT INFORMATION TO:

REDCOAL PTY LTD ABN 68 090 244 590
GPO Box 898, SYDNEY NSW 2001
T. +61 2 8299 4300 F. +61 2 8915 1497

E. accounts@redcoal.com W. www.redcoal.com



Terms And Conditions

1. By accepting these terms I certify to redcoal Pty Ltd (ABN 68 090 244 590) that I can act on behalf of the account holder to complete this Application. I agree to procure that each end user of the redcoal SMS services enters into a licence agreement with redcoal Pty Ltd in relation to the use of software provided by redcoal Pty Ltd ("Software") in connection with the SMS services. The terms of the licence agreement will be as notified to each end user prior to that end user's commencement of use of the Software. I agree to procure that each end user of the Software complies with the terms of the licence agreement.

2. You will be charged for each originating message of up to 160 characters sent to a mobile phone, per individual recipient whether or not it is received. For example, if a Client sends a message to a group of 10 mobile numbers the charge will be for 10 messages.

3. The charge per message sent of up to 160 characters is dependent on the pricing plan selected by You as set out in the redcoal - Account Plan Application.

4. SMS messages are charged regardless if successfully delivered or not. It may take up to 8 days from the original send date for message charges to be applied.

- a. Usage charges for SMS is included in the Monthly Charge
- b. Monthly Charge is charged per Client, not per end user
- c. Clients may change between pricing plans at any time with no additional charge after 30 days on one plan.

5. Security and Access

- 5.1 You may not access the redcoal Facilities for any purpose other than as agreed in this agreement.
- 5.2 You must comply with all reasonable directions of redcoal when accessing the redcoal Facilities.
- 5.3 You must not use Your access, the Service or connection to the redcoal Facilities to:
 - (a) circulate or send any unsolicited or unauthorised marketing, publicity or advertising material message to any person (including a message that is designed to promote goods or services ("**Marketing Message**") to any person unless that person has consented to receiving the Marketing Message, has a means to opt-out of receiving such a Marketing Message and the Marketing Message clearly identifies the source or originating entity of the Marketing Message);
 - (b) transmit computer worms or viruses;
 - (c) access, any other redcoal computer system or network without redcoal's consent or disrupt or damage any redcoal computer systems or network;
 - (d) forge any messages; or
 - (e) send any obscene, sexually explicit, abusive or defamatory material or material that violates any Commonwealth, State, Territory or local law or regulation or is contrary to any Code of Conduct issued by the Telephone Information Services Standards Council.
- 5.4 redcoal may immediately suspend your access to the redcoal Facilities if you misuse the redcoal Facilities or fail to comply with your obligations under this clause 5.
- 5.5 If you are unable to rectify the matter or breach-giving rise to a suspension, to redcoal's reasonable satisfaction within 25 Business Days, redcoal may immediately end this agreement by written notice to you. Such termination is without prejudice to any rights, obligations or liabilities arising prior to such termination.
- 5.6 You are responsible for the security of the secure ID and password redcoal issues to You for You to access the redcoal Facilities. redcoal may withdraw Your secure ID or password at any time.

6. GST

Where GST is imposed on a supply made under this agreement by redcoal to You and the consideration for the supply under any part of the agreement described in this Agreement is not expressed to be inclusive of GST, You must pay in addition to any GST exclusive consideration payable for the supply, an additional amount calculated by multiplying the value of that GST exclusive consideration (without deduction or set-off) by the prevailing GST rate. Any amount of GST payable by You on a supply made under this Agreement (including in circumstances where the consideration is expressed to be inclusive of GST) is payable upon demand whether such demand is made by means of a tax invoice or otherwise. You will be provided with a tax invoice for any taxable supply made to You under this agreement.

7. Credit Management

- 7.1 redcoal may at any time review Your creditworthiness (including by seeking information or advice from third parties such as credit reporting agencies or credit providers) and You agree to:
 - (a) promptly co-operate with any creditworthiness review by providing redcoal with such information, authorisation or consent redcoal requires for the purposes of the review; and
 - (b) provide Security if requested by redcoal.
- 7.2 redcoal may call upon the Security provided by You to redcoal to pay any amounts due to redcoal under this agreement if:
 - (a) You fail to pay any sum due under this agreement by the due date; or
 - (b) You commit an act of insolvency.
- 7.3 Unless redcoal gives notice to the contrary, You must pay to redcoal on demand all taxes imposed on or payable by redcoal on or in respect of or in connection with any Security provided by You.

8. Intellectual Property Rights - redcoal grants to You a non-exclusive, non-transferable license to use the Intellectual Property Rights in and to the redcoal Facilities for the sole purpose of using the redcoal SMS Service

9. Privacy and Confidentiality

- 9.1 You must at all times comply with Privacy Laws in relation to Personal Information, whether or not You are an organisation bound by the Privacy Act. If You are a small business operator under the Privacy Act, then You agree to choose to be treated as an organisation bound by the Privacy Act in accordance with Section 6EA of the Privacy Act.
- 9.2 You must not disclose redcoal's Confidential Information except:
 - (a) with redcoal's consent;
 - (b) if disclosure is required by law or is in connection with legal proceedings relating to the agreement described in this Agreement.
- 9.3 You must, on redcoal's request, deliver to redcoal all documents or other materials containing or referring to redcoal's Confidential Information in Your possession, power or control or in the possession, power or control of persons who have received Confidential Information from You.



9.4 You acknowledge that a breach of this clause 9 may cause redcoal irreparable damage for which monetary damages would not be an adequate remedy. In addition to other remedies that may be available, redcoal may seek and obtain injunctive relief against such a breach or threatened breach.

10. Term and Termination

10.1 This agreement will begin when redcoal notifies You that Your application has been approved and will continue until You or redcoal end it by written notice under clause 10.2 or 10.3 or as provided for elsewhere in this Agreement.

10.2 redcoal may end this Agreement immediately if:

- (a) **(breach of term)** You are in breach of any term and such breach is not remedied within twenty five (25) Business Days of written notice by redcoal to do so;
- (b) **(receivership, liquidation, administration or arrangement)** a receiver, liquidator, provisional liquidator or administrator is appointed over any of Your undertakings or assets or if You enter into any arrangement with any creditors or any class creditors;
- (c) **(illegality)** it becomes unlawful for You to perform Your obligations under this Agreement or the performance by a party of their obligations under this Agreement is in breach of a law; or
- (d) **(IT system at threat)** You threaten the operation, technical integrity or liability of the redcoal Facilities in the reasonable opinion of redcoal.

10.3 Either party may end this Agreement at any time by providing 30 Business Days written notice to the other party.

10.4 When this Agreement ends:

- (a) redcoal will immediately remove access to and disconnect Your Facilities from the redcoal Facilities;
- (b) You must return and/or destroy all material provided by redcoal to You under this Agreement; and

10.5 Any termination is without prejudice to any rights, liabilities or obligations accruing as at such termination.

11. Force Majeure

Despite any other provision in this agreement, no party need act if it is impossible to act due to any cause beyond its control (including war, riot, natural disaster, labour, dispute, or law taking effect after the date of this agreement) provided the party uses its reasonable endeavors to overcome the act or matter impacting on its ability to perform hereunder. This clause 11 does not excuse a party from a failure to pay any money, which it is obliged to pay.

12. General

12.1 This agreement, and the Application Form constitute the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, on anything connected with that subject matter.

12.2 You may not assign, novate or transfer any of Your rights and/or obligations under this agreement without redcoal's prior written consent.

12.3 No right under this Agreement is waived except by notice in writing signed by each party. Any failure by a party to enforce any clause of this agreement, or any forbearance, delay or indulgence granted by that party is not a waiver of its rights under this agreement.

12.4 The provisions of this agreement must not be varied, except by agreement in writing signed by the parties.

12.5 Clauses 6(GST), 8 (Intellectual Property Rights), 9 (Privacy and Confidentiality), 10 (Term and Termination), 11 (Force Majeure), 12 (General) and 13 (Glossary) continue after this Agreement ends.

12.6 This agreement is governed by the laws of New South Wales Australia. You submit to the exclusive jurisdiction of the courts of New South Wales.

12.7 Notices under this Agreement may be delivered by hand, by mail or by facsimile to:

redcoal Pty Ltd
Suite 321 / 5 Lime Street
King Street Wharf
Sydney NSW 2001
Australia
Fax: +61 2 8915 1497

YOU:

(Enter Client contact and address here)

12.8 Notice is given:

- (a) **(hand delivery)** in the case of hand delivery, when an officer or other duly authorised employee, agent or representative of the receiving party acknowledges receipt in writing;
- (b) **(post)** in the case of posting, 3 Business Days after dispatch; and
- (c) **(facsimile)** in the case of facsimile, when the transmission is received on a Business Day or otherwise at the commencement of the first Business Day following transmission.



13. Glossary Of Terms

Adjustment has the same meaning as in the GST Act.

redcoal Facilities means all redcoal or third party equipment, networks, computer programs, supporting documentation and procedures, used by redcoal to transmit SMS Messages over the GSM or CDMA network.

Application means a software application that receives, processes and sends information between Your Facilities and the redcoal Facilities for the redcoal SMS Service

Application Form means the application form to apply to use the Service attached to this agreement.

Business Day means a day not being a Saturday, Sunday or public holiday in New South Wales.

Confidential Information means all confidential, non-public or proprietary information disclosed by redcoal to You before, on or after the date redcoal notifies You it has approved Your Application Form relating to the business, technology or other affairs of redcoal but excludes information:

- (a) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to redcoal;
- (b) which You can prove by contemporaneous written documentation was already known to You at the time of disclosure by redcoal (other than if such knowledge arose from disclosure of confidential information in breach of an obligation of confidentiality); or
- (c) which You acquire from a third party entitled to disclose it.

Credit Information means:

- (a) identity particulars (name, address, and date of birth);
- (b) Your application for credit or commercial credit, including the amount applied for;
- (c) the fact we are a current credit provider to You;
- (d) payments which are overdue by more than 60 days and for which debt collection has commenced;
- (e) advice that payments are no longer overdue in respect of a default which has been listed;
- (f) information that, in the opinion of us, You have committed a serious credit infringement; and
- (g) cheques drawn by You for more than \$100 and which have been dishonoured more than once.

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as amended from time to time.

GST Exclusive Consideration means any consideration payable under this agreement that either does not include an amount referable to GST or, if the consideration is inclusive of GST, is that consideration excluding the amount referable to GST using the rate of GST in force at the time the parties agreed on the consideration.

Intellectual Property Rights means all rights conferred under statute, common law and equity in and in relation to inventions, designs, trade marks, trade names, logos, and get up, circuit layouts, semi-conductor and copyright and any other intellectual property rights including moral rights, confidential or other proprietary rights, or other rights to registration of such rights.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which You receive from any source as a consequence of the performance of Your rights and obligations under this Agreement.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Privacy Laws means the Privacy Act and any other legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information.

Security means an unconditional bank guarantee in favour of redcoal from an Australian licensed bank in Australia, payable in Australian dollars, on demand or other security as agreed in a form approved by redcoal and includes any increase to existing security.

SMS means short message service.

SMS Message means an alphanumeric message sent to an SMS compatible mobile phone handsets of end-users over the GSM or CDMA network.

Tax Invoice has the same meaning as in the GST Act.

You means the entity identified as the "merchant" in the Application Form and "Your" has a corresponding meaning.

Your Facilities means material owned or licensed by You (including Your IT Systems Content, documentation, templates and data; and web site) which is used by either party in the performance of its obligations and any modifications made to the same.

Your IT Systems means all Your or third party equipment, networks, computer programs, supporting documentation and procedures, used by You and required to give effect to Your obligations under this agreement, as described in the Specification



ACN 096 902 813 | AFSL 315388

DIRECT DEBIT REQUEST

PH: 02 8299 4300 | FAX 02 8915 1497

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN, * Indicates a MANDATORY FIELD

Business: REDCOAL PTY LTD ABN/ACN: 68 090 244 590 RCO GEN 11897

Customer Reference: Customer Business Name: Customer ABN/ACN:

*Surname: *Given Name:

*Phone/Mobile#:

* Email:

*Address:

*Suburb: *State: *Postcode:

DEBIT ARRANGEMENT | Including payment details and associated fees/charges detailed below and/or the total amount billed for the specified period for this and any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

I/we authorise and request Ezidebit Pty Ltd ACN 096 902 813 (User ID 165969) ("Ezidebit") to debit payments from my/our account, as specified below, at intervals and amounts as directed by REDCOAL PTY LTD ("The Business") as per the Terms and Conditions of my agreement with the Business and in accordance with this Direct Debit Request and the Ezidebit DDR Service Agreement (Ver 1.2).

| | | | | | | | | |
|---------------------------------|------------------|-------------------------------|------------------|------------------------------|-----------------------------------|-------------------------------|-------------------------------|-----|
| Administration Fee (once only): | Paid by Business | Bank Account Transaction Fee: | Paid by Business | Credit Card Transaction Fee: | VISA/MasterCard: Paid by Business | AMEX/Diners: Paid by Business | Optional SMS Payment Reminder | N/A |
|---------------------------------|------------------|-------------------------------|------------------|------------------------------|-----------------------------------|-------------------------------|-------------------------------|-----|

CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard AMEX CCV #:

Card Number: Expiry Date: / /

Name of Cardholder:

By signing this form, I/we authorise Ezidebit, acting on behalf of the Business, to debit payments from my specified Credit Card above, and I/we acknowledge that Ezidebit will appear as the merchant on my credit card statement. Furthermore, I/we agree to reimburse and indemnify Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request, the provided Ezidebit DDR Service Agreement (Ver 1.2) and I/we have read and understand same.

Signature(s) of Nominated Account: PLEASE PRINT AND SIGN FORM NOT VALID UNLESS SIGNED

Date: / /



ACN 096 902 813 | AFSL 315388

DDR SERVICE AGREEMENT (Ver 1.2)

DDR Service Agreement (Ver 1.2)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

- (1) there is a public or bank holiday on the day of the debit, or any day after the debit date;
- (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
- (3) a payment request is received after normal Ezidebit cut off times, being 4:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required by law. Further information relating to Ezidebit's Privacy Policy can be found at www.ezidebit.com.au

I/we acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We authorise:

- a) Ezidebit to verify details of my/our account with my/our financial institution; and
- b) my/our financial institution to release information allowing Ezidebit to verify my/our account details

Po Box 1388
Milton, QLD 4064
Ph: (07) 3124 5500 Fax: (07) 3124 5555