

ACCOUNTABLE LIST BROKERS

PTY. LTD. ABN 37067 481 485

'We can provide what the others can't'

SERVICE AGREEMENT

To provide the most committed service in our industry, we've documented obligations for both parties to ensure our relationship is professional. (Our suppliers need to receive a copy of this before they provide data to us.) Please read through, sign, date & send back to us on the second page. Should you require further clarification, please ask!

OBLIGATIONS OF ACCOUNTABLE LIST BROKERS

1.1 To deliver the database & services as required by our Customer as per the Service Agreement.

1.2 The database provided will have a Postal deliverability guarantee from the List Owner (case by case basis). Due to the volatility of Businesses, Phone & Address are not always guaranteed. Email Address guarantee is usually 85%+ unless stated by ALB. **WE IN NO WAY GUARANTEE RESPONSE RATES.** In some situations, there can be no guarantee due to their specific personalised nature/frequent network failures & firewalls. **Our Suppliers will not accept any undeliverables unless an excel spreadsheet is provided with reasons that has been generated by your Transmission Company. (Only 3rd party transmission advice will be accepted. They must be HARD BOUNCES only. Soft Bounces will not be accepted as a bounce.)** In the event mailing does not meet the List Owners' deliverability guarantee, ALB may offer replacement data on a one for one basis, dependent on the List Owners' guarantee, if we receive returned letters within 30 days of data delivery - **But please ensure that we get the outer envelopes too with Contact or Company and address shown!**

1.3 In our opinion, provide the most appropriate database &/or services relating to the project. However we rely on 3rd party information collected so that might not always be accurate **so we will only replace** any deemed within the list owners guarantee. No financial refunds will be accepted. We ask you also, to check data immediately to ensure it meets your criteria. However, if data is sent directly from the list owner to your mailing house, we are unable to check same & ask you to verify that it meets your criteria, since we cannot accept responsibility for same.

2. CUSTOMER OBLIGATIONS: servants/agents/employees whether acting with/without your permission or knowledge.

2.1 To pay ALB strictly within our trading terms, incl. GST, on all accounts from the date of order. Since we are direct debited by our suppliers we are obliged to charge an administrative fee (from date of invoice) of 2% per week or no less than twenty dollars per week if not paid. Payment prior to return of this paperwork constitutes acceptance of all terms within.

2.2 However, upon receipt of payment within our terms we hereby agree to waive the interest charge or as noted on Page 1. This Agreement is made between our Customer & ALB & is **not** subject to the invoice remaining unpaid until our customer is paid by his/her own client. ALB has permission to obtain a credit report containing personal information.

2.3 To use the database within 4 weeks of delivery to comply with the List Owners deliverability guarantee, ensuring any requests for suppression/changes/deceased persons can be actioned within 4 weeks. Usage of this data outside 4 weeks or Returns provided after this date won't be credited with replacement data unless authorized in writing by ALB.

2.4 Our Customer acknowledges the copyright in any database provided to our Customer on a confidential basis & as such: (a) Our Customer shall not copy, duplicate, reproduce, transcribe or in any way extract any details from the database except for the purpose to which it is rented. (b) Our Customer shall not use the details on the mailing list to add or enhance any other mailing list or database unless indicated in the Notes section on Page One. (c) Lists provided are for single use only, unless specified otherwise as multiuse approved for 12 months, (max contact twice a month) on Page One of this Agreement, incl. your obligations re-telemarketing re-DNC Privacy Laws.

2.5 Our Customer shall forward a complete copy of the promotional material for the List Owner to approve, when requested,

2.6 Provide names, addresses & envelopes (so we can see the RTS details) of mail undelivered within 30 days of data supply; & those wishing to be deleted & ensure your responsibility that telemarketing data is validated against DNC Privacy Laws.

2.7 Our Customer agrees to indemnify & keep indemnified ALB against any claim or action whatsoever arising directly or indirectly from out of or in relation to our Customer's use of our Services.

2.8 This contract can be placed in the care of a third party to recover a debt, against the individual signatory, and/or company and the additional costs for that collection will be added onto the debt.

3. GENERAL

3.1 Our signatory agrees the Service Agreement is effective upon the written or verbal approval to proceed & is personally responsible for payment of same. An official order form/confirmation of our letter/fax/email is also considered as complying with these conditions. Check data immediately to ensure it meets your criteria & meets the DNC Privacy criteria.

3.2 Whilst we try to meet strict deadlines, factors out of our control may affect the delivery date & do not negate this Contract.

3.3 Our Customer agrees that the un-authorized use of the telemarketing/email/fax/ mailing list is a breach of the Agreement which shall cause damage & agrees to pay the List Owner via ALB, whatever fee the List Owner deems payable, where ALB has signed for the data on the Clients behalf under this Agreement for any breach & all legal costs the List Owner incurs.

3.4 ALB may action as it seems fit to monitor or restrain un-authorized or improper use of the database including non-payment.

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Web : www.listbroker.com.au

3.5 Data is provided by ALB on the basis that it is legal to do so at the time of supply. We are not responsible should changes in Government Legislation occur that may affect the usage of that data, in whole or part, in the future.

3.6 If ALB considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree to ALB receiving from a credit-reporting agency a credit report containing personal information about me/us. Subsequent default of payment will result in the listing of your company with Dun & Bradstreet & advice to your Directors of same.

3.7 Should any provision of the Agreement be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement & the application shall not be effected & shall continue valid & enforceable.

3.8 A cancellation fee (the list setup fee) of minimum \$300 + GST will be charged if production work has commenced prior to delivery, including verbal approval or changes after this Agreement is signed will also be deemed part of the original Agreement, with subsequent costs being invoiced by ALB in addition to this contract. In some cases, the List Owner may charge more & we can send you a document to prove if necessary.

3.9 Any Credit issued by ALB, either in data or monetary, not accepted in 3 months will be deemed by ALB to be null/void & no longer applicable. ALB is unable to offer credits or replacement of data outside 30 days of delivery unless prev. authorized.

PRIVACY LAWS – ALB suggests that you obtain legal advice to be informed of your full Privacy obligations & also strongly suggests that you give the recipient of your communications the opportunity to advise changes in their circumstances or nominate to decline receiving further information, by incorporating terminology such as “If your contact details have changed or if you would prefer not receive further communication from our Company, please advise” on your mail piece (incl. DNC Provisions). Also ensure your email has phone details to Unsubscribe not just a link. Whilst we have adopted Sophos XG Fullguard Firewalls and cyber security measures, we cannot guarantee this is absolute....please see our full Privacy Policy here...
<https://www.listbroker.com.au/privacy-policy/>

Business Email Data

- ALB as the List Broker and the End User hereby covenant and acknowledge that:
- the Email Data may not comply with the Spam Act 2003, nor does the ALB or the List Supplier guarantee or assure that the Email Data is compliant with the Spam Act 2003;
- ALB or the List Supplier does not warrant, hold out, or guarantee that the Email Data is compliant with the Spam Act.
- use of the Email Data may give rise to a breach of the Spam Act 2003, and subsequently, suffer penalties as a result of such a breach;
- ALB or the List Supplier will not be liable to the List Broker or the End User for any costs, claims, expenses, actions, losses or damages of any nature in relation to any breach of the Spam Act 2003 or arising out of this Agreement;
- they indemnify the List Broker for any costs, claims, expenses, actions, losses or damages of any nature in relation to any breach of the Spam Act 2003 or arising out of this Agreement;
- they will act in accordance with the Spam Act 2003 (including all amendments);
- they will ensure that any commercial email message sent contains full contact details of the person or organisation who approved and authorised the broadcast of the email, including the individual or organisation’s name, ABN or ACN number (if applicable), and how the recipient can contact the End User.
- they will ensure that any commercial email messages sent have a working unsubscribe/opt out option from any further emails from the End User plus contact Phone as well.

4.0 Please ask for our Email/SMS guide to advise some of the criteria you may consider

4.1 Our Client acknowledges that any database they provide to ALB to mail on their behalf or de-dupe against ALB’s data has been legally obtained & is Privacy Compliant, as per 4.0. **We will not refund for any cross-over if not mentioned before order has been placed. We will de-dupe your database against ours to the best of our ability but rely on you to check final version. We must be advised of this prior to running the job otherwise extra fees are charged by our Suppliers.**

4.2 Database for single use - one off usage only i.e. one email blast, or one mail out, unless a respondent replies. If multi-use – frequent usage of 12 months – is ordered - maximum twice a month. This will be monitored by the List Owner, any re-use of the database without permission to do so (i.e. rental use) will result in automatic multi-use payable immediately

Signed for & on behalf of our Customer by:

Name: _____ **Signature:** _____ **Company:** _____ **Dated:** / /2019

Approved by **Laird Marshall CEO ALB**

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