



Service Agreement

I, _____ (print name), accept on behalf of the company or organisation listed below, the legal terms and conditions of this www.eCaster.com.au web site Service Agreement.

1. Introduction

1.1. The parties to this legal agreement shall be:

1.2. eCaster Pty Ltd ABN 64103699109 ("eCaster") offers to provide you ("The Agent") with internet based automated artist and agency management services on the www.ecaster.com.au web site accessed the customer via username and password subject to the following Terms and Conditions.

2. Fees and Charges

2.1. eCaster fees are as follows:

2.2. Membership Fee: \$____ (inclusive of GST) paid monthly in advance for each artist entered on the system that the Agent represents in

OR

Membership Fee: \$____ (inclusive of GST) paid monthly in advance for each artist with eCaster uploading the initial artist database.

2.3. Multimedia Fee: A monthly fee is payable by the Agent in arrears for each artist that has a audio and video file attached to their profile as follows;

- 2-minute MPEG video reel - \$5 per artist per month (inclusive of GST)
- 2-minute MP3 audio reel - \$5 per artist per month (inclusive of GST)

2.4. SMS Message Prices - \$22 per 100 SMS credits (inclusive of GST)

2.5. eCaster will invoice the Agent on a calendar month basis commencing ___/___/___, and the Agent agrees that payment will be made within fourteen (14) days of invoice date, by either:

2.5.1. Direct debit to credit card or bank account of agent (please complete at bottom of form)

2.5.2. Payment method through MasterCard, Bankcard or Visa is supported but will incur an additional 2% surcharge due to high processing costs.

2.5.3. or by cheque / direct transfer.

2.6. The Agent agrees that eCaster's records of usage are conclusive evidence of the Agent's order for, and use of the www.ecaster.com.au web site.

2.7. eCaster may terminate access to the www.ecaster.com.au web site without notice if any payment due from the Agent remains unpaid for a period of fourteen days (14) days after the due date.

2.8. The Agent is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs incurred by eCaster for enforcement of obligations and recovery of moneys due from the Agent under these Terms and Conditions.

2.9. The Agent may cancel this contract by providing a month's notice in writing to eCaster.

3. Service Conditions and Guarantees

3.1. eCaster shall keep confidential any information posted by the Agent on the www.ecaster.com.au web site (unless eCaster is otherwise required by law to disclose such information or other reasons as provided in the Privacy Policy).

3.2. the Agent does not prevent eCaster from disclosing the existence of this agreement for the purposes of marketing the www.ecaster.com.au web site to current and future clients.

4. Agent Obligations

4.1. The Agent agrees to comply with any instructions concerning access to and/or use of the www.ecaster.com.au web site that eCaster may give the Agent from time to time and agrees not to do anything that may jeopardise the security or integrity of any part of the www.ecaster.com.au web site systems.

4.2. The Agent accepts responsibility for all aspects of their Account, including the actions of all persons in possession of the Agent's username and password.

4.3. The Agent indemnifies eCaster from all costs, liabilities, suits, actions or claims arising or in any other way connected with the Agent's use of their www.ecaster.com.au web site account, or any other person using the Agent's username and password.

4.4. The Agent agrees not to post or transmit any information or material that violates State or Federal law, or transmit any material that is in contravention to any privacy or copyright rules or any other proprietary interest.

4.5. Without limiting the operation of Clause 6.5, the Agent agrees not to use or seek to use the www.ecaster.com.au web site service for publishing, reproducing or advertising any message, information, symbol or other communication which is offensive or abusive or of an indecent, obscene or menacing character or for the purpose of causing annoyance, inconvenience or needless anxiety to any person, or for any unlawful purpose.

4.6. In accordance with the Australian Communications Industry Forum (ACIF) Industry code, the Agent agrees that they will not send marketing SMS messages to any person unless:

- the recipient has first consented to receiving the marketing messages and
- the recipient has been provided with a means to opt-out of receiving the marketing message and
- the source of the marketing message is clear.

4.7. Without limiting the terms contained in this agreement the Agent agrees to be bound to the Terms, Conditions of Use and Disclaimer documented on the www.ecaster.com.au web site.

5. Copyrights

5.1. The Agent agrees that www.ecaster.com.au web site is protected by copyright and trademark and remains the property of eCaster and may not be copied without prior consent in writing from eCaster.

5.2. eCaster will terminate membership to the www.eCaster.com.au web site should it have reason to believe that the agent has been, or has been attempting to undermine the copyrights of eCaster.

6. Disclaimer

6.1. eCaster (including their affiliates, directors, officers, employees, agents, contractors, successors or assignees) will not be liable for any loss or damage caused to the Agent or anyone else howsoever arising as a result of using the www.ecaster.com.au web site. This includes but is not limited to loss or damage caused by loss or delay of data content or any loss caused by the eCaster, their employees or contractors.

6.2. eCaster does not warrant that the www.ecaster.com.au web site is or will be error-free.

6.3. The Agent acknowledges that there has been no reliance by it on eCaster's skill or judgement or written or oral representations in deciding whether the www.eCaster.com.au web site is fit for a particular purposes or meet particular criteria.

6.4. The Agent acknowledges that the internet is not an inherently secure system and undertakes responsibility for the protection of its information and data.

6.5. The Agent acknowledges that the internet may contain viruses (including other destructive programs) which may, if not eliminated, destroy parts or all of the data contained within its system, and that eCaster has no control over these viruses.

6.6. eCaster does provide filtering or checking of data devices to identify and eliminate these viruses, but does not warrant that these devices will identify and eliminate all viruses. The Agent agrees to provide its own mechanism for checking its system for viruses, and to hold eCaster harmless from any damage caused by viruses obtained through the www.ecaster.com.au web site service.

7. Termination

7.1. eCaster may terminate the Agent's Account if it believes that any of these Terms and Conditions have been breached.

8. Legal Construction

8.1. These Terms shall be governed and interpreted according to the laws of Queensland.

8.2. In the event that any provision of these Terms and Conditions proves to be illegal or unenforceable that provision is deemed to be omitted from this Agreement without affecting the legality of the remaining provisions. The remaining provisions of the Terms and Conditions shall continue in full force and effect.

Agent Name: _____ **ABN:** _____ **Date:** _____

Agent Postal Address: _____

City _____ **State** _____ **Post Code** _____

Contact Number: _____ **Facsimile Number:** _____

Billing Contact Person and Position: _____ **Email Address:** _____

Payment Method* (Circle) **Credit Card** **Direct Bank Debit** **Cheque** **Electronic Funds Transfer**

Credit Card Type: Visa Bankcard Mastercard

Credit Card Expiry Date: __/__/__ **Bank:** _____

Credit Card Number: _____ **BSB:** _____

Name of Cardholder: _____ **Account Number:** _____

Signature of Cardholder: _____ **Name of Account Holder:** _____

Agent Signature: _____ **Date:** _____

Agent Signature: _____ **Date:** _____

* Please note section 2.5 of application.