

# WashMail Application

Tel: (08) 63 64 0600 Fax: (08) 6210 1476 Email: [sales@washmail.com.au](mailto:sales@washmail.com.au)



## Anti-Virus, Anti-spam and Content Filtering

Company Name

Trading Name

ABN  Purchase Order No.

Business Address

State  Post Code  Country

Phone Number  Fax Number

## Contact Details (please complete all fields)

Technical Contact (Employee)  Technical Contact (Outsourced)

E-mail

P:   
M:   
F:

## WashMail: Anti-Virus, Anti - Spam & Content Filtering

Anti Virus (STD)  Anti Spam (STD)  Content Filtering (Additional)

## Domain (Please indicate your domain details)

Number of email addresses.  
(Please include all generic. eg. sales@...)

Service	Name	Telephone/email
www. "Domain Name" e.g. <a href="http://www.companyname.com.au">www.companyname.com.au</a>		
Domain Registrar		
Registrar Contact		
Mail Server IP address (Public)		

## WashMail Fee Structure

WashMail – Anti-Virus, Anti-Spam & Content Filtering	Initial Setup	Monthly Fee per ACTIVE email address
1 to 50 email addresses	\$99	\$5.50/address
101 to 500 email addresses	\$149	\$4.40/ address
501 plus email addresses	\$199	POA
Content Filtering	POA	POA

I, the person/company have read & agree to the terms and conditions and hereby agree to be bound by those terms and conditions insofar as they apply to me/us.

Client Contact Name:

Client Approval signed by:

Date:

Outsource IT Contact Name:

Outsource IT Email Address:

WashMail Contact Name:

WashMail Contact Email Address:

Return to WashMail Fax: (08) 6210 1476

Email: [sales@washmail.com.au](mailto:sales@washmail.com.au)

# WashMail Terms and Conditions



## 1. APPLICATION AND INTERPRETATION

1.1 This Application includes any invoice issued by WashMail and is formed by an authorised officer of each of WashMail and the Client signing where provided. The Application will prevail in any conflict between it and the terms of any statement, invoice, offer, acceptance or other document communicated or agreed between the parties.

1.2 In this Application, "Client" means the party described as such on WashMail's application order form (electronic or print).

1.3 Unless the context requires otherwise, a reference to "goods" includes goods or materials supplied by WashMail as part of the provision of services.

## 2. GOODS/SERVICES, PRICE

2.1 WashMail may agree to provide the Client with any goods and/or services requested by the Client from time to time, at such prices and/or rates as the parties may agree. The parties acknowledge that this Application will apply to the provision of all such goods and services unless the parties agree otherwise.

2.2 All invoiced prices, freight charges, taxes and other costs related to the provision and/or delivery of goods or services under this Application will be borne by the Client, and paid in accordance with clause 7. Without limiting the operation of the preceding sentence, the Client agrees to pay all goods and services and other taxes imposed in respect of the supply of goods or services under this Application, provided that WashMail supplies an invoice specifying the amount so payable in respect of each supply.

2.3 The Customer agrees that for the purposes of any dealing with any Internet service provider, there is no relationship of agency created between the Customer and WashMail and the Customer deals directly and solely with the Internet service provider.

2.4 When using the Service you must comply with these Terms, the WashMail Acceptable Use Policy and any other instructions by WashMail, whether via its website or otherwise. You are also responsible for the use of your Account by any other person (whether you have given them permission to use it or not) and you must ensure that they also comply.

2.4.1 When using the Service, you must not break any laws, infringe the legal rights of any person or cause harm to the Service or its users. For example, You must not:

(a) interfere or disrupt with the Service, any other computer system or anyone else's use of them (or attempt to do any of these things), including by distributing viruses or deliberately attempting to overload a system;

(b) access, monitor or use any data, systems or networks without authority (for example by hacking) or attempt to probe, scan or test the vulnerability of any data, system or network;

(c) send or relay unsolicited bulk emails;

(d) forge header information, email source addresses or user information;

(e) engage in any activities which expose WashMail to liability.

2.5 The client acknowledges that WashMail may act on the client's behalf to request a change of MX record preference within their DNS or redelegate the DNS in order to facilitate the WashMail service. This will be via communications between WashMail and the client's ISP or DNS manager.

## 3. DELIVERY

All goods are to be delivered, and all services are to be provided, by WashMail with due care and diligence to or at the Client's premises, unless another place or method (such as remote communications access) is agreed by the parties.

## 4. WARRANTIES AND EXTENT OF LIABILITY

4.1 The implied warranties, undertakings and conditions contained in the Fair Trading Act 1987, the Sale of Goods Act 1986 and any other legislation apply to this Application, in addition to any express warranty provided (whether by WashMail or by a third party) with goods or services. All other warranties, express or implied, are excluded.

4.2 In the event that WashMail is found to be in breach of a warranty, undertaking or condition under sub-clause 4.1, the liability of WashMail in respect of such breach, subject to sub-clause 4.3, will be limited at the option of WashMail to one or more of the following (as applicable):

(a) the supplying of the relevant goods or services again; or

(b) the payment of the cost of having the relevant goods or services supplied again; or

4.3 If WashMail is held or found to be liable to the Client for any matter relating to or arising in connection with this Application, whether based on an action or claim in Application, negligence, tort or otherwise, the amount of damages the Client will be entitled to recover from WashMail will be limited to the amount paid by the Client under clause 7.

4.4 The parties recognise that WashMail, in providing product information to the Client, will need to rely on warranties, statements, declarations and other information provided to WashMail (including by way of publication on the Internet or otherwise) by manufacturers and other vendors of products to WashMail.

4.5 WashMail does not provide the client with any direct, or implied warranty of the effectiveness of the Anti-Virus and anti Spam software that WashMail utilises.

## 5. ACCEPTANCE OF GOODS, SERVICES

5.1 The Client may inspect the goods or services upon delivery or completion (as the case may be), and may reject within 7 days after delivery or completion (as the case may be) any goods or services which it believes are not in accordance with this Application. Failure to reject goods or services within this time frame constitutes acceptance. In this clause, "completion" means the time at which the first part of the services relevant to the cause for rejection has been completed (where the reason for rejection could have been ascertained at the time).

5.2 The Client will not be liable to pay for any goods or services which are not in accordance with this Application.

## 6. ELECTRONIC TRANSACTIONS

WashMail and the Customer agree that, without limitation, any consent, election, execution, production or other transaction made pursuant to this Agreement will not be invalid solely on the basis that it took place by means of one or more electronic communications. The parties consent to the use of electronic communications or signature in respect of any written notice or consent required pursuant to this Agreement.

## 7. PASSING OF PROPERTY, RISK

7.1 Risk in goods passes to the Client upon acceptance of the goods by the Client.

7.2 Property in goods passes to the Client upon receipt of full payment for those goods by WashMail. The Client hereby authorises WashMail to enter onto premises where

any goods for which WashMail has not received payment (within the time specified in clause 7) are stored and to take possession of those goods. The Client agrees to keep

goods for which payment has not been made to WashMail separate from those for which payment has been made, and to hold such goods as bailee for WashMail until payment has been made for them.

## 8. PAYMENT

The Client must pay to WashMail the invoiced price of all goods and services provided under this Application (including all taxes and other charges):

(a) in the case of goods supplied, within 7 days after delivery of the invoice; and

(b) in the case of services, on payment terms set out on invoice, or, if no payment terms are set out below, payment in advance prior to delivery.

(c) Payment is by credit card or Invoice only as stated in the application form.

(d) If payment has not been made by the due date, WashMail may suspend the account until payment has been paid in full.

## 9. CONFIDENTIAL INFORMATION

All information (in whatever form, including any text, drawings, photographs or software) provided or made available by either party for the purpose of this Application, is confidential unless the party providing the information states otherwise. Each party must

keep confidential any confidential information of the other party, and must not reproduce

or disclose it without the prior written approval of the other party, except to the extent the law requires, or the information has entered the public domain other than through a breach of this Application.

## 10. COPYRIGHT, OTHER INTELLECTUAL PROPERTY

The copyright and other intellectual property in all material created by either party for the purpose of this Application, where copyright exists, will be owned by WashMail unless the parties agree otherwise in writing. WashMail grants to the Client a nonexclusive, non-transferable, royalty-free licence to use such intellectual property to the extent necessary to enable the Client to enjoy the full benefit of the goods or services as contemplated by this Application. Any copyright or other intellectual property created prior to the date WashMail commences providing the goods or services will remain the property of the party which owned it prior to the commencement of WashMail providing the goods or services.

## 11. TERM AND TERMINATION

11.1 This Application commences on the date products or services ordered and applies to the provision of all goods and services by WashMail to the Client after that date, unless and until it is terminated by written agreement between the parties..

11.2 If WashMail commits a breach of any provision of this Application, and has not remedied that failure within 14 days of being requested in writing by the Client to do so, then the Client may terminate this Application immediately by notice in writing.

11.3 If the Client commits a breach of any provision of this Application, and has not remedied that failure within 14 days of being requested in writing by WashMail to do so, then the WashMail may terminate this Application immediately by notice in writing.

11.4 To the extent that the context and law permit, the rights and obligations of the parties under this Application survive its termination.

## 12. CO-OPERATION BY CLIENT

The Client agrees to provide WashMail with all assistance necessary to enable WashMail to perform its obligations under this Application, including access to all necessary information, personnel and equipment, and a safe and appropriate working environment.

## 13. GOVERNING LAW

This Application is governed by the laws of Western Australia. The parties unconditionally submit to the jurisdiction of the courts of that State and all courts competent to hear appeals of the decisions of those courts.

## 14. GST

If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be deemed to include GST.

## 15. PRIVACY POLICY

The Customer acknowledges that all property and rights in the Information belongs to WashMail absolutely for its own use and benefit, subject to WashMail's Privacy Policy, of which the Customer has been made aware and has examined to his or her satisfaction.

Pursuant to the WashMail Privacy Policy, WashMail discloses to the Customer that: WashMail may be contacted by telephone on (08) 63 64 0600;

The Customer may obtain access to the information by contacting WashMail;

Information is collected for the purpose of fulfilling this Agreement;

The information is usually disclosed to related entities of WashMail, Internet service providers, its or their agents, suppliers and customers;

## 16. REFUND

WashMail will refund monies paid as under sub-clause 5.1, 11.2 and 11.3, otherwise a credit note will be provided.