



Industry Number Management Services Ltd [ABN 35 080 344 190]

## Subscriber Application - Premium Rate Number Look-Only Service

Please complete this application form and submit to INMS at fax (02) 9375 2168 or email [mmcewin@inms.com.au](mailto:mmcewin@inms.com.au)

Subscriber Details	
- Company name:	
- ACN/ABN:	
- Address:	
Authorised Representative	
- Name:	
- Contact number:	
- Email:	
IP address for each user: (attach separate page if need more room)	
Please note –Users must be using a static IP address	
Signed by the Authorised Representative for and on behalf of the Subscriber:	
<p><i>This Subscriber Application only becomes an agreement when accepted by INMS in its absolute discretion.</i></p> <p><i>Supply of the Premium Rate Number Look-Only Service is subject to the following terms and conditions.</i></p>	

## Terms and conditions

### Services

- 1.1 INMS agrees to provide the Subscriber access to its Premium Rate Number Look-Only Service (**PRN Look Only Service**) on the terms set out in this Agreement.
- 1.2 Access to the PRN Look-Only Service will allow the Subscriber to use the Look –Only web browser to query the INMS database to:
  - 1.2.1 Search for available Premium Rate SMS numbers using wildcards and other search criteria;
  - 1.2.2 Check the status of any Premium SMS numbers in the INMS system.
- 1.3 The Subscriber may use the PRN Look Only Service in accordance with clause 1.2 up to a maximum of 50,000 queries per annum.
- 1.4 INMS will use its best endeavours to make the PRN Look – Only Service available to the Subscriber 24 hours a day, 7 days a week, unless the Subscriber has been notified of any scheduled outages.

### Term and renewal

- 1.5 This Agreement commences on the date it is signed by the parties (**Commencement Date**) and continues until midnight on the following 15 November (**Initial Term**) or until terminated in accordance with its terms.
- 1.6 After the Initial Term, this Agreement will continue automatically for successive 12 month periods until such time as either the Subscriber or INMS terminates this Agreement in accordance with its terms.

### Annual Fee and payment

- 1.7 Subject to clause 1.7, the Subscriber must pay to INMS an upfront annual fee of \$1,100 (inc GST) (**Annual Fee**) payable on 15 November of each year.
- 1.8 The first Annual Fee is due and payable on the Commencement Date and will be adjusted on a pro-rata basis to reflect the portion of the year represented by the period between the Commencement Date and 15 November of the applicable year.
- 1.9 The Annual Fee must be paid within 30 days of receipt of an invoice from INMS.

### Authorised Representative

- 1.10 The Subscriber must nominate a contact person on the Subscriber Application Form, who will be the first point of contact for the Subscriber (**Authorised Representative**).
- 1.11 The Subscriber may nominate up to 15 users to be provided access to the PRN Look – Only Service. The Authorised Representative must provide INMS the IP addresses for each new user and notify INMS if the Subscriber wishes to cancel access for a particular user.

### Termination

- 1.12 This Agreement may be terminated:
  - 1.12.1 Immediately by INMS if it loses its ACMA Delegated Authority required to fulfil its obligations under this Agreement.
  - 1.12.2 At any time by either party by providing 30 days written notice to the other.
- 1.13 If the Agreement is terminated under clause 1.12.2, the Annual Fee or any part thereof will not be refunded by INMS to the Subscriber.

### Indemnity

- 1.14 The Subscriber must continually indemnify INMS and its respective officers, employees and agents against any losses (including liabilities of INMS to third parties), damage or expense incurred or suffered, as a result of any of the following:
  - 1.14.1 A breach of this agreement by the Subscriber.
  - 1.14.2 A wilful or negligent act or omission by the Subscriber.

### Exclusion of liability

- 1.15 INMS's liability in respect of any and all defaults of any obligations under or in connection with this Agreement is excluded to the maximum extent permitted by law.

### Assignment

- 1.16 Except as expressly permitted by this Agreement, a party will not assign any of its rights under this Agreement without the prior written consent of the other parties. That consent may be given or withheld at a party's absolute discretion.

### Entire agreement

- 1.17 This Agreement contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Agreement was executed, save as permitted by law.

### Governing law and jurisdiction

- 1.18 This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### No agency or partnership

- 1.19 No party is an agent, representative, partner of any other party by virtue of this Agreement.

### Severability

- 1.20 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

### Variation

- 1.21 No variation of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

### Waiver

- 1.22 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.