

## Definitions

Company means FreeConnect Limited, Co. No. 06814534 and its businesses known as "FreeConnect".

Terms means these terms and conditions, any applicable fees and charges notified to you from time to time and the relevant application.

FreeConnect Account means an account opened by you with the Company for the purpose of accounting for the use of FreeConnect Calls, FreeConnect SMS's, FreeConnect Emails, FreeConnect faxes and FreeConnect Postal requests tolls, fees and charges (including taxes) incurred by you or on your behalf.

you means the person or company in whose name the FreeConnect Account is opened (and your has a corresponding meaning).

### 1) Agreement

The Client and the Company enter into this Agreement on these terms and conditions, all of which constitutes the agreement. The Company has the right to rescind this Agreement, within 14 days of the Date of this Agreement, by email to the Client to that effect, whereupon all moneys received by the Company from the Client and not expended or applied by the Company in carrying out the terms of this Agreement will be refunded to the Client.

The Company has a refund policy of 14 days from the date of purchase, no questions asked.

### 2) Enquiries

The Client authorises the Company to make such reasonable enquiries about the Client, as the Company considers necessary for the purpose of this Agreement.

### 3) Service

In consideration of the Client paying and/or agreeing to pay to the company the Total Price detailed in the agreement, the Company agrees for the term of the agreement to transfer to the client such calls, faxes, SMS's, Email's and Postal requests received on the Clients profile page within the FreeConnect website, to the contact details so nominated herein by the client as relating to the Keyword(s) as are within the area supplied by the client, which are so nominated herein by the client.

### 4) Payments

The Total Price must be paid in full on the Date of this Agreement. However, the Company will accept payments to 'Top Up' the Clients FreeConnect Account , but only for so long as the Client is not in default under this Agreement. The Client shall ensure that the credit card and/or debit card from which payments are authorised (together with the authorities) remain valid and up to date and permit the payments contemplated under this Agreement. Payments under this Agreement must be made by the Client without set-off or counterclaim and free and clear of, and without, any deductions whatsoever.

### 5) Advertisement

If the Company so requests, the Client must provide to the Company or its nominee, such details of the Client's products and/or services for inclusion in the Company's database known as Free Connect Limited by the date and in the manner specified by the Company. The Company reserves the right, for any reason whatsoever, to withhold, withdraw or refuse to publish the details in the database.

### 6) Term

Subject to the Company's right to rescind or terminate, this Agreement is for a no fixed term. The clients profile/information will remain on the FreeConnect Limited website until the clients credit account with the company reaches less than 25 pence. At which time the company has the right to remove any and all information from its website without notice.

### 7) Warranties and Indemnity

The Client warrants to the Company that:

(a) all information and material provided by or on behalf of the Client for inclusion in the database will not breach any law or regulation or infringe any copyright, trademark, service mark or any other proprietary rights, if advertised or published;

(b) all such information and material is, at the time provided, completely factually accurate and, in particular, the Client provides the product and/or service in the Category and Area detailed overleaf ; and

(c) The use, publication or disclosure of the above information and material by the Company and any person to whom the Company may supply that information or material will not give rise to any action, proceeding, suit, claim or demand against the Company or that person.

(d) that the product or service shall not offend the intended user of such product or service. The Client hereby indemnifies and holds the Company harmless from and against all actions, proceedings, suits, claims and demands brought or made against the Company by any person arising from any breach or non-performance of any warranty made by the Client or any of these warranties not being complete, true and correct.

#### 8) Force Majeure

Should the Company fail to observe any obligation under this Agreement because of the occurrence of an Act of God, computer failure, war, change in statute, government action, strike action, postal delay, extreme weather conditions, force majeure, disaster condition, loss of the Company's rights to advertise or place advertisements, unavailability of telecommunication services or any cause beyond the control of the Company, such failure shall not constitute a breach of this Agreement by the Company nor shall the Client be entitled to receive damages or any other moneys for such failure, but the date for the performance of that obligation shall be correspondingly postponed until the Company can perform the obligation and, save in relation to payment by the Client, time shall not be of the essence.

#### 9) Entire Agreement

This Agreement supersedes any prior representation or warranty made by the Company, and any other understanding or arrangement between the Company and the Client, whether orally or in writing and constitutes the entire agreement between the parties with respect to the subject matter hereof. Any representation, warranty or statement made by or on behalf of the Company is expressly negated, unless expressly contained in this Agreement.

#### 10) Value Added Tax

Unless otherwise specified, all fees, payments and commissions under this Agreement are exclusive of Value Added Tax. The client acknowledges that the goods or service provided under this agreement are taxable supplies and acquisition for the purpose of the Tax System. Such the client is liable and shall pay the Value Added Tax (including any increase in the rate of Value Added Tax) on such fees, payments and commission or any other amount payable under this agreement. The Client shall pay the Value Added Tax (including any increase in the rate of Value Added Tax) on such fees, payments and commissions.

#### 11) Limitation of Liabilities

The Company has no liability to the Client or to any employee, officer, agent, contractor or customer of the Client or the Guarantor; for any indirect, incidental, special or consequential damage or loss in any way attributable to the performance or non-performance of the Company's obligations pursuant to this Agreement, whether based on tort, contract or otherwise. To the extent permitted under the Trade Practices Act 1974, any liability of the Company arising under this Agreement is limited to the cost of again supplying to the Client the goods or services to be provided by the Company under this Agreement or the payment of the cost of having these goods or services supplied again. Notwithstanding anything contained in or implied by this Agreement or at law or in equity, the total aggregate liability of the Company and its employees and agents to the Client under or arising from this Agreement, is limited to the total amount paid by the Client to the Company under this Agreement at the time such liability arose.

## 12) Termination

If:

- (a) The Client fails to pay any money payable under this Agreement when due; or
- (b) the Client fails fully to comply with or perform any provision of this Agreement (other than a failure to pay money under paragraph (a) above) and, if that failure can be remedied, does not remedy that failure within seven (7) days of its occurrence; or
- (c) the Client is or goes into liquidation, provisional liquidation, receivership, administration or dissolution or resolves to wind itself up or otherwise dissolve itself, or any Guarantor hereunder dies, becomes insane or commits an act of bankruptcy; or
- (d) the Company receives or becomes aware of two (2) or more complaints about or against the Client in respect of the products or services supplied by the Client and, within seven (7) days of being requested to do so (unless such complaints are withdrawn before then), either the Client fails to provide a written explanation to the Company addressing the complaints or, having provided the written explanation, in the Company's reasonable opinion, such explanation is unacceptable or unsatisfactory, Then the Company may at any time, at its option, by notice to the Client:
- (e) Terminate the Company's obligations under this Agreement without penalty; and/or
- (f) declare all moneys owing under this Agreement (whether actually, prospectively or contingently) to be immediately due and payable, upon which the Client must immediately pay to the Company the Total Price (less any instalments paid) together with all accrued interest, costs, charges and fees and all other such moneys owing, without the necessity for presentment, demand, protest or further notice of any kind, the requirement for all of which the Client unconditionally waives.

## 13) Cost and Expenses

The Client shall, on demand by the Company, pay to, or as directed by, the Company, and indemnify the Company against, all costs, losses, charges, expenses, liabilities, damages, fees and disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by the Company of or incidental to:

- (a) any breach of, or default under, this Agreement by the Client or any Guarantor (including the fees of all professional consultants properly incurred by the Company in consequence of or in connection with, any such breach or default);
- (b) The exercise or attempted exercise of any right, power, privilege, authority or remedy of the Company under or by virtue of this Agreement; and
- (c) all outgoings, penalties, fines, demands, charges or costs, stamp and other duties and assessments imposed by any court or by any federal, state or municipal, statutory or other authority or otherwise directly or indirectly upon this Agreement or any receipt or payment under this Agreement..

## 14) Governing Law

This Agreement is governed by and is to be construed in accordance with the laws of the United Kingdom and the parties submit to the non-exclusive jurisdiction of the respective relevant courts, and any courts competent to hear appeals from those courts. The Client agrees to all proceedings being commenced and heard in a local or district court in the location where the Company carries on business.

## 15) FreeConnects

The Client shall pay all telecommunication costs associated with the placement, transfer and/or diversion of calls to the Client at the Company's then current rate, which may be varied from time to time by seven (7) days' prior written notice. The Client shall also pay all additional local minutes and non local minutes at the current rate (at time of usage). The Company is entitled to cease placing, transferring and/or diverting calls to the Client if such costs and charges or any other moneys payable by the Client are not paid on time.

#### 16) insurance;

The client agrees to have in place and current during the term of this agreement, such product or service liability insurance or such other public liability insurance which is incidental and covers the provision of such products and services as are part of the category herein nominated by the client. the client further agrees to provide proof of such insurance with this agreement or within a reasonable time thereafter and to keep the company informed of any change in insurance details. Failure to keep and maintain such insurance shall give the company a further right to terminate this agreement in accordance with clause 12 herein.

#### 17) Update of data base

It is the client's obligation and responsibility to keep the company informed as to any change, such as to ensure that the Free Connect Pty Limited data base is current and up to date at all times.

#### 18) Guarantee

If the Client is a company, it is acknowledged that the Company enters into this Agreement at the request of each person ("Guarantor") described as a guarantor overleaf. Each Guarantor is taken to jointly and severally guarantee the payment of all moneys payable to the Company by the Client and also any loss, damage or expense arising from the Client's failure to pay in accordance with this Agreement. All moneys guaranteed shall be payable by the Guarantor(s) on demand by the Company. This guarantee is a continuing guarantee and will not merge on termination or expiration of this agreement.

#### Deductions

The Client agree's that FreeConnect will deduct the amounts from the Clients FreeConnect account, that the Client has agreed to pay per connect via the Clients unique user name and password by logging on to the section marked Leads at [www.freeconnect.com\\_uk/MyFreeconnect/features/](http://www.freeconnect.com_uk/MyFreeconnect/features/). For example upon joining FreeConnect you pay £99 plus VAT and agree to pay £2 plus VAT per FreeConnect Call, once a FreeConnect Call has been used on your profile to the telephone number you have listed in [www.freeconnect.com\\_uk/MyFreeconnect/leads/](http://www.freeconnect.com_uk/MyFreeconnect/leads/) FreeConnect will deduct the £2 plus VAT from your (the Clients) FreeConnect Account and hence your account will now be £97 plus VAT .

#### Top Up

##### Automatic Top-up

You authorise FreeConnect to debit the nominated credit card / bank Account to automatically top-up your FreeConnect Account with the top-up amount nominated by you (no less than £100 plus VAT) the FreeConnect Account falls below the nominated threshold amount (not to be less than £20 plus VAT). Should your account have insufficient funds I.E FreeConnect Account has only £2 plus VAT remaining and a you have agreed to pay £2.40 plus VAT per FreeConnect Call NO FreeConnect Calls we be allowed via your profile until sufficient funds are in your FreeConnect Account to meet the demands from usage. This insufficient funds rule will apply to all FreeConnect lead methods.

FreeConnect will provide an online statement of the your FreeConnect Account setting out the payments received and the deductions and other charges or fees incurred.  
[www.freeconnect.com\\_/MyFreeconnect/paper/](http://www.freeconnect.com_/MyFreeconnect/paper/)

4.6 It is your responsibility to check that all items on your statement are correct. If you find any entries that you believe are incorrect you need to notify FreeConnect in writing stating the reason for your claim. If a claim is not made within six months after the date of the statement on which the item that the claim relates to appears, a charge may be made to investigate the claim.

If you have elected to pay by debiting a bank, building society or credit union account, the terms and conditions of the direct debit request service agreement will apply.

(b) you must immediately notify FreeConnect if your nominated credit card expires, is cancelled, suspended or otherwise not useable.

5.4 Sometimes, due to an internet or telephone connection or power failure, FreeConnect may not be able to access your bank, building society or credit union account or credit card to top up your FreeConnect Account. If this occurs, you release FreeConnect from any liability that you may incur for any toll, fee, charge or ?ne incurred on your FreeConnect Account.

5.5 FreeConnect will not pay interest on any amount held by FreeConnect whether or not the amount is returned or refunded to you.

5.6 If your FreeConnect Account has no credit funds FreeConnect may de-activate your FreeConnect Account I.E FreeConnect features.

## Direct Debit Request Service Agreement

### Definitions

Account means the account held at your financial institution form which we are authorised to arrange for fund to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business Day means a day other than a Saturday or a Sunday or public holiday listed throughout Australia.

Debit Day means the day that payment by you to us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit request means the Direct Debit Request between us and you.

Us or we means FreeConnect Limited, Company Number: 06814534, the Debit User you have authorised by signing a direct debit request.

You means the customer who signed the direct debit request.

Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

#### 1. Debiting your account

a) By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

b) We will only arrange for funds to be debited from your account as authorised in the direct debit request.

c) If the debit day falls on a day that is not a business day, we will direct your financial institution to debit your account on the following business day.

d) If you are unsure about which day your account has or will be debited you should ask us on 0203 393 9310.

e) It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

#### 2. Change by us

a) We may vary any detail for this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

#### 3. Change by you

a) Subject to 3b) and 3c), you may change the arrangements under a direct debit request by contacting us on 0203 393 9310 or [accounts@freeconnect.com](mailto:accounts@freeconnect.com)

b) If you wish to stop or defer a debit payment you must notify us in writing at least seven days (7) days before the next debit day. This notice should be given to us in the first instance.

c) You may also cancel your authority for us to debit your account at any time by giving us thirty days (30) days notice in writing before the next debit day. This notice should be given to us in the first instance.

d) It is your responsibility to advise us if the account nominated by you to receive the FreeConnect Limited drawings is transferred or closed.

#### 4. Your obligation

a) It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

b) If there are insufficient clear fund in your account to meet a debit payment; you may be charged a

fee and /or interest by your financial institution; you may also incur fees or charges imposed or incurred by us; and you must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be in your account by an agreed time so that we can process the debit payment

c) You should check your account statement to verify that the amounts debited from your account are correct.

d) If FreeConnect Limited is liable to pay goods and services tax ("VAT") on a supply made in connection with this agreement, then you agree to pay FreeConnect Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing VAT rate.

e) It is your responsibility to arrange with us a suitable alternative payment method if the FreeConnect Limited Repayment Plan drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

#### 5. Dispute

a) If you believe that there has been an error in debiting your account, you should notify us directly on 0203 393 9310 or [accounts@freeconnect.com](mailto:accounts@freeconnect.com) and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

b) If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

c) If we conclude as a result of your investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

d) Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

#### 6. Accounts.

You should check;

a) With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.

b) Your account details which you have provided to us are correct by checking them against a recent account statement; and

c) With your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

#### 7. Confidentially

a) We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

b) We will only disclose information that we have about you.

I. to the extent specifically required by law; or

II. for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### 8. Notice

a) If you wish to notify us in writing about anything relating to this agreement, you should write to Free Connect Limited, Lonsdale House, Cook Street, Leigh, Lancashire, WN7 4 BT, England or Fax: 0203 393 9311

b) We will notify you by sending a notice in the ordinary post to the address you have given us in the advertising agreement.

c) Any notice will be deemed to have been received three business days after it is posted.

## Definitions

- Card Number means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- Agreement means this Advertising Agreement between you and us.
- Business Day means a day other than a Saturday or a Sunday or public holiday listed throughout Australia.
- Debit Day means the day that payment by you to us is due.
- Debit Payment means a particular transaction where a debit is made.
- Credit Card Payment Authority means the Credit Card Payment Authority between us and you (and includes any Form PD-C approved for use in the transitional period).
- Transitional Period means the period commencing on the industry implementation date for Credit card payment authority and concluding 12 calendar months from that date.
- Us or we means FreeConnect Limited, Company Number: 06814534, the Debit User you have authorised by signing a credit card payment authority. You means the customer who signed the credit card payment authority.
- Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

### 1. Debiting your account

- a) By signing a credit card payment authority, you have authorised us to arrange for funds to be debited from your account. You should refer to the credit card payment authority and this agreement for the terms of the arrangement between us and you.
- b) We will only arrange for funds to be debited from your account as authorised in the credit card payment authority.
- c) If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day.
- d) If you are unsure about which day your account has or will be debited you should ask your financial institution.

### 2. Change by us

- a) We may vary any detail for this agreement or a credit card payment authority at any time by giving you at least fourteen (14) days' written notice.

### 3. Change by you

- a) Subject to 3b) and 3c), you may change the arrangements under a credit card payment authority by contacting us on 0203 393 9310 or [accounts@freeconnect.com](mailto:accounts@freeconnect.com)
- b) If you wish to stop or defer a debit payment you must notify us in writing at least seven days (7) days before the next debit day. This notice should be given to us in the first instance.
- c) You may also cancel your authority for us to debit your account at any time by giving us thirty days (30) days notice in writing before the next debit day. This notice should be given to us in the first instance.

### 4. Your obligation

- a) It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the credit card payment authority.
- b) If there are insufficient clear funds in your account to meet a debit payment;
- c) You may be charged a fee and /or interest by your financial institution; you may also incur fees or charges imposed or incurred by us; and you must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be in your account by an agreed time so that we can process the debit payment
- d) You should check your account statement to verify that the amounts debited from your account are correct.
- e) If FreeConnect is liable to pay Value Added Tax ('VAT') on a supply made in connection with this agreement, then you agree to pay FreeConnect on demand an amount equal to the consideration payable for the supply multiplied by the prevailing VAT rate.

### 5. Dispute

- a) If you believe that there has been an error in debiting your account, you should notify us directly on 0203 393 9310 or [accounts@freeconnect.com](mailto:accounts@freeconnect.com) and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

b) If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

c) If we conclude as a result of your investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

d) Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

#### 6. Accounts.

You should check;

a) Your card details which you have provided to us are correct by checking them against a recent account statement; and

b) With your financial institution before completing the credit card payment authority if you have any queries about how to complete the credit card payment authority.

#### 7. Confidentially

a) We will keep any information (including your card details) in your credit card payment authority confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

b) We will only disclose information that we have about you.

I. to the extent specifically required by law; or

II. for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### 8. Notice

a) If you wish to notify us in writing about anything relating to this agreement, you should write to Free Connect Limited, Lonsdale House, Cook Street, Leigh, Lancashire, WN7 4 BT, England or Fax: 0203 393 9311

b) We will notify you by sending a notice in the ordinary post to the address you have given us in the advertising agreement.

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