

Teamlist – Terms and Conditions

Effective: 11 June 2014

This document refers to the *Teamlist* Customer Relationship Management software, hosted on-line.

PART A: Acceptable Use Policy

Bulk Communication Facilities

1. **No spam** – You may not use Teamlist to send unsolicited bulk email or SMS messages, regardless of whether the email is commercial or non-commercial in nature.

2. **Unsubscribe facility** - All recipients of bulk email (or SMS messages) sent via Teamlist must be told how to unsubscribe. You must provide a convenient way for them to do this.

We recommend placing a message in the footer of each email containing unsubscribe instructions. e.g. "Email us at unsub@company.com . Include your name and email address in the message."

In SMSs, you will need something shorter, e.g. "Unsubscribe here: www.company.com/un"

At the moment we do not provide an automatic unsubscribe facility.

3. You must comply with the conditions of the Australian SPAM act, even if you or your recipients are not operating within Australia. See this website:

<http://www.acma.gov.au/Industry/Marketers/Anti-Spam/Ensuring-you-dont-spam/ensuring-you-dont-spam-information-for-marketers-i-acma>

A quick summary of the act is that all marketing messages must:

- (a) have consent
- (b) clearly identify the sender
- (c) provide an unsubscribe facility

User accounts

4. You must only give people access to Teamlist for the purpose of carrying out the activities of your organisation. Your use of Teamlist must be for the purposes of one organisation only. (We don't

mind if there is minor, incidental, personal use.) **You must educate people of this acceptable use policy before giving them access to Teamlist.**

5. You must take reasonable provisions to keep your passwords secret, and change the password immediately when a breach occurs. You must allocate one login account per person, to ensure maximum accountability. New login accounts can be created from the Teamlist Options page.

PART B: Terms of Service

Risks associated with collecting money electronically

If you use Teamlist to conduct e-commerce, we take no responsibility for the use or misuse of credit card facilities related to your Merchant Services account, Teamlist account or any other payment system. This applies to the use and misuse of the public web pages and to the password protected sections of our system.

You are responsible for all the fees levied by your bank and third party credit card gateway provider.

We do not monitor incoming payments – this is your responsibility as the holder of the merchant account. Therefore we recommend you keep an eye on the transactions coming through Teamlist (or any other online systems), as urgent action is required in the event of illegitimate credit card transactions. It is also necessary to monitor the transaction reports available from your third-party payment systems provider. Vigilance is required to avoid transaction fees and/or charge-back fees in the event of malicious use of your Teamlist account.

We do not store credit card details in our database systems.

Software as a Service

We license you to use our software by connecting to it through the Internet, for as long as you pay your fees and your account remains active. We will not give you a copy to install on your own computer.

Support Charges

Technical support is provided on an hourly-rate basis. Offsite support is charged in one minute blocks, including time spent on the telephone or answering emails. The rates may change from time to time. For the latest rates, please see our website <http://teamlist.net.au>.

For clarification purposes, please note that the following services fall into the category of billable technical support. This is not an exhaustive list:

- 1. Importing data into Teamlist.**
2. Restoring data from backup, when the data loss was due to user error or any malfunction whatsoever on the user's computer or on public networks which are not under our control.
3. Web design and customising Teamlist to your organisation.

4. Anything that requires us to write programming code.
5. Doing anything that could have been achieved by the user through the Teamlist website.
6. Dealing with your customers or members.
7. Liaising with third party providers on your behalf, concerning issues specific to your account.

Reimbursement for network traffic expenses

If your account is used to send SMSs, we will need you to pay for them at our standard rates.

If your account generates more than 1 Gigabyte of network traffic, either incoming to our outgoing from our servers, we will ask you to reimburse us at \$15 per Gigabyte, inc GST. If you are a small organisation, you are unlikely to use this amount of traffic.

Intellectual Property

1. We make no claim of ownership over **the data you enter** into Teamlist and we will respect your privacy. Should you (or another party) hold the copyright for data you enter into Teamlist, you (or they) will continue to do so.

2. The copyright for any **programming code** written to service your organisation will belong to the proprietor of Digital Inscription. Any variations to this policy must be agreed upon in writing before we start work, otherwise this default policy will apply.