

TERMS AND CONDITIONS

1. SERVICES

- (a) Sydney Webwise will provide the Services to the Customer on the terms and conditions of this agreement for the initial Term and thereafter until the agreement is terminated.
- (b) Sydney Webwise will use its best endeavours to ensure that the services are available at all times. However, Sydney Webwise cannot and does not warrant that the Services will be available 24 hours a day or that any fault will be corrected within a specified timeframe given the vagaries of the internet

2. FEES

- (a) In consideration for provision of the Services the Customer must pay Sydney Webwise the Fees outlined in the quote. All fees are listed in Australian dollars and exclude GST.
- (b) Unless otherwise stated, all invoices are to be paid within 7 days.
- (c) Sydney Webwise reserves the right to increase Fees from time to time on 30 days of written notice

3. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

- (a) The Customer must:
 - 1. provide Sydney Webwise with information and other assistance as reasonably required by Sydney Webwise to enable it to provide the services
 - 2. comply with the licence terms and conditions of any software supplied to the customer by Sydney Webwise
 - 3. keep its password and user account details confidential and not disclose same to any party; and
 - 4. comply with all relevant legalisation
- (b) The Customer must not:
 - 5. interfere with the network or disrupt any other user, service or equipment of Sydney Webwise
 - 6. use the Services for any illegal, unauthorised or dangerous purpose;
 - 7. provide any material to Sydney Webwise for which the customer is not the intellectual Property Right owner.
- (c) The Customer acknowledges that Web Profits does not and cannot monitor or control the content and information accessed via the internet and shall not hold Sydney Webwise responsible in any way for any content or information accessed over the internet.

4. SYDNEY WEBWISE RIGHTS

Sydney Webwise may at its sole discretion, without notice or giving any reason or incurring any liability for doing so:

- (a) suspend the Service if the Customer is in breach of clause 4b;
- (b) delete any material found on its equipment or systems and/or refuse to publish any material which is, in Sydney Webwise opinion unauthorised; illegal or possibly illegal; unlawful; obscene; infringes any intellectual Property Right of any third party; defamatory; excessive in volume; uncollected for an excessive period; in an unauthorised area or dangerous
- (c) take action if it suspects that malicious, illegal or unacceptable usage of the Services is occurring or has incurred.

5. EXCLUSIONS AND LIMITATION OF LIABILITY

- (a) Sydney Webwise is not responsible for, without limitation;
 - (i) any interruption to the Services due to, without limitation, equipment failure, the need for routine maintenance or peak demand;
 - (ii) the supply or maintenance of the Customer's equipment or software
 - (iii) monitoring, controlling or insuring the accuracy, appropriateness or content of any information or material on the internet and does not do so
- (b) Sydney Webwise is not liable to the Customer or any other person, and the Customer releases Sydney Webwise and its officers, employees, advisors and related bodies corporate for any costs, loss, liability or claim whether direct, indirect or consequential arising out of Sydney Webwise supply or failure to supply the services or otherwise relating to this agreement, including as a result of any act or omission of Sydney Webwise or any of its officers, employees, advisors and related bodies corporate.
- (c) The customer releases, indemnifies and must keep indemnified Sydney Webwise and its officers, employees, advisors and related bodies corporate against all liability, claim, action, suit, demand, loss, cost or expense arising out of or in any way connected with this agreement or the Services, including without limitation, defamation and Intellectual Property Infringement
- (d) Sydney Webwise holds the benefit of the release in this clause for each of its officers, employees, advisors and related bodies corporate from time to time.

6. TERMINATION

- (a) At any time following the expiry of the Initial Term, a party may terminate this agreement by giving 30 days written notice to the other party.
- (b) a party may terminate this agreement immediately by given written notice to the other party if :
 - (i) the other party breaches a material obligation under this agreement and does not remedy that breach within 30 days after receipt of written notice requiring to do so;
 - (ii) there is a change of ownership of a party; or
 - (iii) an Insolvency Event occurs in relation to the other party.
- (c) Sydney Webwise may terminate this agreement immediately by giving written notice to the customer if the Customer does not pay any amount due under this agreement or any amount due under any other agreement between Sydney Webwise and the Customer;
- (d) On termination of this agreement:
 - (i) each party must return to the other party all the other party's confidential information in its possession or control; and
 - (ii) the Customer must immediately pay all outstanding amounts owing under this agreement as at the date of termination.

7. NOTICES

- (a) Any notice or other communication, given under this agreement must be in English and is deemed to be received by the addressee in accordance with clause 7(b)
- (b) A notice is deemed to be received on the day or the latest the following business day:
 - (i) If sent by hand, when delivered to the addressee;
 - (ii) if by post, on delivery of the addressee;
 - (iii) If by facsimile transmission, on receipt of the addressee; or
 - (iv) if sent by email, on receipt by the addressee.

8. CONFIDENTIALITY

A party may not disclose the provisions of this agreement or Confidential information about the other party except:

- (i) after obtaining the written consent of the other party;
 - (ii) on a confidential basis to an officer, employee or professional advisor; to
 - (iii) as required by any applicable law,
- and must use its best endeavours to ensure all permitted disclosures are kept confidential by the party to whom this disclosure was made.

9. NO ASSIGNMENT

A party may not assign this agreement or otherwise transfer the benefit of this agreement or a right or remedy under it, without the prior written consent of the other party

10. ENTIRE AGREEMENT

This agreement together with the accompanying quote constitute the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

11. FURTHER ASSURANCE

Each Party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

12. PERFORMANCE OF THIS AGREEMENT

Sydney Webwise may use a related body corporate to preform any of its obligations or otherwise do anything required or permitted of Sydney webwise under this agreement

13. SEVERABILITY

If any provision of this agreements held to be ineffective, unenforceable or illegal for any reason, that decision will not affects the validity or enforceability or any or all the remaining proportions.

14. WAIVER

Either parties failure on any occasion to insist on the strict performance on any term or condition of this agreement will not constitute a waiver of compliance with the particular term or condition or a waiver of any default

15. AMENDMENTS

This agreement may only be amended by a written document signed by the parties.