SecureWeb
SERVICES

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www.securewebservices.com.au

SecureWeb Services Terms and Conditions of Web Site Service

1. The Service

1.1   These Terms & Conditions govern your use of SecureWeb Services (the "Service"), an Internet subscription service operated by SecureWeb Services Pty Limited, ("SecureWeb") that provides users with access to a Website creation and hosting service and/or Search Engine Marketing services for Google AdWords and Yahoo! Search Marketing (SecureWeb). SecureWeb is provided to you by SecureWeb on an "AS IS", "AS AVAILABLE" basis subject to the provisions contained herein for your personal or business use only. Any other use or attempt to use SecureWeb for other purposes, directly or indirectly, by you or by a third party is prohibited.

1.2   Unless explicitly stated otherwise, any new features that augment or enhance the current service shall be subject to these Terms and Conditions of Service. The Service consists of website building services and software and/or search engine marketing services. Your participation in the Service is conditional upon your acceptance of these stated terms and conditions. Please read the following terms and conditions. Your acceptance of these terms and conditions is indicated by your payment for the services.

1.3   SecureWeb reserves the right, at its discretion, to change or modify all or any part of these Terms and Conditions at any time. Such changes or modifications shall be effective immediately upon notice published on the www.securewebservices.com.au your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by SecureWeb as permitted above. If at any time these Terms and Conditions are no longer acceptable to you, you should immediately terminate your subscription to the Service in writing.

2. Delegation

2.1   You understand that SecureWeb requires the registry key for your domain name in order to publish your website to the Internet if you have SecureWeb Services build or makeover your existing website in the SecureWeb tool. It is your responsibility to provide your registry key to SecureWeb with the information you return in your Welcome Pack. You understand that any delay in providing your registry key to SecureWeb will delay the publication of your website. You also understand that you will be billed for the construction of your website, even if you do not provide your registry key to SecureWeb. You also understand that even if your registry key is provided in a timely manor, there may be a delay in the publication of your website due to latencies in the propagation of domain name information across the Internet. You understand that these propagation latencies are outside of SecureWeb's control and SecureWeb cannot be held accountable for such delays.

3. Registration

3.1   You must provide accurate, complete, and current registration information and you agree to provide SecureWeb with an update of that information promptly should changes occur.

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3.2   Subscriptions to the Service are available only to individuals who are at least 18 years of age or to incorporated businesses or sole traders or partnerships or trusts or associations owned or operated by individuals who are at least 18 years of age. Your right to use the Service cannot be transferred to any other person or any other entity.

3.3   SecureWeb may terminate, at its own discretion, any registration, including without limitation any or all related information, communications, postings, Web pages, Websites or services, at any time, without notice, for any reason or no reason, including without limitation for conduct that violates local, state or federal laws or regulations or these Terms of Service, or material that SecureWeb, at its sole discretion believes is harmful to others, the business of SecureWeb or other third party information or service providers. You acknowledge that the Service contains information, software, photographs, graphics, keywords and other material (collectively, the "Content") that is protected by copyright, trademark or other proprietary rights of SecureWeb or third parties. All Content on the Service is copyrighted as a collective work of SecureWeb pursuant to applicable copyright law.

3.4   You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. The Content is intended for the use of the registered subscribers of the Service. You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Content, in whole or in part, except as otherwise expressly permitted in these terms and conditions. Content consisting of downloadable software may not be reverse engineered unless specifically authorised by the owner of the software's patent and/or copyright. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any Content is permitted without the express permission of SecureWeb or the owners of such Content or their authorised persons.

3.5   You assume all risk and responsibility for determining whether any Content is in the public domain, regardless of any notices which may be posted on such Content. You grant to SecureWeb the right to edit, copy, publish, distribute, translate and otherwise use any Content that you place on the Service, in any medium. You represent and warrant that you are authorised to grant all rights set forth in the preceding sentence. Any information supplied by you upon registration for the Service and certain other information which SecureWeb may collect is subject to SecureWeb's privacy policy.

3.6   A set-up and administration fee of $50 will be deducted from your account upon sign up or upon renewal of your hosting account.

4. User Conduct

4.1   You, as a user of the Service, understand that all information contained in your content, whether publicly posted or privately transmitted, are the sole responsibility of the user generating the same. This means that you are responsible and may be held legally liable for all Information that you upload, post or otherwise transmit via SecureWeb. For example, you shall not:

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(a) transmit upload or post via SecureWeb any Information that is offensive, vulgar, sexually explicit, racial, hateful, discriminatory, unlawful, invasive of another's privacy, exploitative of a minor, identifiable information pertaining to a minor, information or instructions concerning illegal activities, information that is harmful, threatening, abusive, harassing, defamatory, libelous, obscene, or otherwise objectionable;

(b) harass, threaten, abuse, defame, embarrass or cause distress or discomfort to another;

(c) transmit upload or post via SecureWeb any Information that you are prohibited from transmitting by any law, including without limitation Information that infringes any patent, trademark, trade secret, copyright or other proprietary right;

(d) transmit, upload or post any Information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(e) disrupt the normal flow of Information available on or through SecureWeb or otherwise act in a manner that negatively affects other participants or users, transmit, upload or post hidden pages or images, interfere with or disrupt the functionality of SecureWeb or the SecureWeb servers or networks, or violate any requirements, procedures, policies or regulations of networks connected to SecureWeb, the SecureWeb network, servers, directories, databases and listings;

(f) transmit, upload or post any unsolicited advertising, promotional materials, or any other forms of solicitation;

(g) intentionally or unintentionally violate any applicable local, state, national or international law or regulation;.

(h) translate, decompile, reverse engineer, disassemble, modify, copy, alter, merge into other software, exploit, reproduce, duplicate, rent, lease, sell, resell, lend, distribute, remarket or otherwise dispose of SecureWeb , use of SecureWeb , or access to SecureWeb or any part thereof;

(i) impersonate in any way, including without limitation by way of forging headers or otherwise manipulating identifiers, any person, entity, leader, SecureWeb or SecureWeb official, operator or host;

(j) collect or store personal data about other users in any way or form or solicit or harvest passwords or screen names in an illegal manner or without due regard to privacy laws in force;

(k) use your allocated storage space on SecureWeb as storage for remote loading of Information, or rent, sub-lease or transfer your allocated space on SecureWeb to any third party; or

(l) link your Website on SecureWeb to Information not allowed on SecureWeb under these Terms and Conditions of Service.

4.2   SecureWeb does not control, actively monitor or review the Information uploaded, posted, transmitted or made available on or through SecureWeb and shall not be responsible for any Information and does not guarantee the accuracy, integrity or quality of such Information. You

understand that by using SecureWeb, you may be exposed to Information that is offensive, indecent or objectionable. Your website content on the SecureWeb Services tool is solely your responsibility; SecureWeb Services will not be liable for any liability in regards to the material used on your website.

5. Acceptable Use

5.1   As a user of the SecureWeb Service, you agree to abide by SecureWeb's Acceptable Use Policy, and to be liable for any charges incurred for excess usage of the service, whether caused by yourself, or by others visiting your website, or sending email to your email account(s). SecureWeb will immediately suspend any sites that are we deem to have breached the above policy, and if any illegal activity has been found they may at their discretion contact the appropriate Law Enforcement authorities. SecureWeb will not be held liable for any content stored on our servers in directories that are controlled by users.

5.2   You the user are responsible for making sure that all of your email passwords and website passwords are kept in a secure location. SecureWeb will not set usernames and passwords to be the same thing as this breaches our security protocols. If you feel that your password has been compromised you must contact SecureWeb Services via email as soon as possible. SecureWeb will not be held liable for any activity that has been undertaken under an account with a compromised password.

5.3   Service Outages: whilst SecureWeb hope there are no server outages we cannot be held responsible for any sort of software failure or hardware failure or internet connection failure. SecureWeb will also not be held liable for any loss of income due to Service Outages, it is the customers responsibility to advise SecureWeb if they require a guaranteed 80% uptime. SecureWeb will do its best to schedule Service Outages outside of business hours to minimize disruption to businesses.

6. Information Posted on SecureWeb

6.1   By transmitting, uploading, posting or submitting any content to SecureWeb you

(a) declare such Information is not confidential, secret or proprietary information;

(b) warrant that no other party has rights to the Information and that your transmission, posting, uploading or submission of the Information to SecureWeb does not violate any copyright or other laws; and

(c) irrevocably grant SecureWeb, a worldwide, royalty free, non-exclusive perpetual, worldwide license to use, display, perform, distribute, modify, reproduce and publish the content in any form anywhere. You must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any information available on or through SecureWeb.

6.2   SecureWeb shall not be obligated to actively monitor, review, or otherwise control in any manner, the content users post, upload or transmit through SecureWeb. However, SecureWeb reserves the right but not the obligation, in its sole discretion, to refuse or remove any Information available on

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or through SecureWeb. Without limiting the foregoing, SecureWeb shall have the right to remove any Information that violates these Terms and Conditions of Service or is otherwise objectionable in SecureWeb's sole opinion. The information on SecureWeb may include inappropriate material. By entering or using SecureWeb you undertake full responsibility to:

(a) determine whether the information complies with your needs and is accurate and when deemed important is confirmed in writing.

(b) determine whether you have adequate legal rights to store, reproduce or otherwise use the information in any manner contemplated by you and

(c) comply with any legal obligations, including without limitation obligations imposed by copyright, trade secret, defamation, indecency, online conduct and acceptable content, privacy and export laws. If you do not agree to these Terms and Conditions, do not enter or use SecureWeb.

7. Third Party Links

7.1   Some portions of the SecureWeb or users' Websites available on or through SecureWeb may include links to third party sites. These links allow you to exit these Websites and enter third party or other users Websites. These links are provided only as a convenience. The linked Websites are not reviewed, controlled or examined by SecureWeb and SecureWeb is not responsible for the Information, advertising, products, resources or other material, of any linked site or any link contained in a linked site. The inclusion of any link does not imply endorsement of the linked site by SecureWeb. In no event shall SecureWeb be liable, directly or indirectly, to anyone for any damage or loss arising from or occasioned by the creation, use or reliance, on the third parties' Websites or the Information, advertising, products, resources or material accessed through these Websites. SecureWeb reserves the exclusive right in its sole discretion to add, decline or remove, without warning, any icon or link to a Website, from SecureWeb and SecureWeb user amended Websites.

8. Fees and Payments

8.1   You agree to pay all fees and charges incurred by you or any third party using your Service account (whether or not authorised by you) at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to applicable taxes, and charges for any products or services offered for sale through the Service by SecureWeb or by any third party.

8.2   Your right to use the Service is subject to any limits established by your credit card company if billing is through a credit card. You shall be responsible for obtaining all telephone, telephone access lines, computer equipment and other products or services necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service (e.g. charges imposed by an Internet access provider, or your local telephone company). Ongoing hosting and Search Engine Marketing fees (including costs associated with SecureWeb maintaining your Google AdWords and Yahoo! Search Marketing account) will continue automatically, at the end of your subscription until such time as we receive a cancellation in accordance with our Cancellations Policy.

8.3   SecureWeb shall provide you with website and website hosting services. The subscription amount is the amount agreed to on the order form at the time of sale. SecureWeb works closely with you to identify realistic goals and timelines and design an appropriate website. If objectives are not met, we will offer to make it right within 20 days from review date. You have a period of three months to provide us with website content, after which your account will go live and any installment payments become payable. SecureWeb will not provide you with the login details until such time as the website has been approved and signed off to go live. If your installment payment has not been made, as per your payment terms, your account will be suspended until payment has been received and a reactivation fee of $50 will apply. If there is no payment after 90 days for an installment, as per the payment terms, the account will be cancelled and the account will not be subject to any form of a refund. Cancelled accounts can not be reactivated and any account history or information will not be retrievable.

9. Cancellations Policy

9.1   Only SecureWeb may, at its sole discretion, allow you to cancel your contract agreement.

9.2   Notification of intent to cancel must be provided in writing or by email to websites@securewebservices.com.au.

9.3   You must to notify SecureWeb if you do not wish to renew your subscription before the end of the contract. SecureWeb will automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files.

9.4   You may cancel your SecureWeb website account at any time by notifying SecureWeb two weeks prior to the date that you wish to terminate the service in writing, should you do this, a cancellation fee of $100 will apply.

9.5   If your website hosting account is cancelled prior to the end of each annual term, but after your website is built you will not be entitled to a refund of any monies. You are responsible for all charges incurred up to the time the account is terminated, including all annual charges for the year in which termination became effective.

9.6   SecureWeb reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability. SecureWeb may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

9.7   Websites that have been on hold for over three months without any content provided to www.securewebservices.com.au and have failed to reply to SecureWeb's notices are not entitled to any refund. This will cover administration and customer service fee provided during the period of website content collection.

10. Disclaimer of Warranties

10.1   You expressly agree that entering or using of SecureWeb is at your own risk. No warranty, representation, condition, undertaking or term - express or implied, statutory or otherwise -

including but not limited to the condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose or use of SecureWeb is given or assumed by all such warranties, representations, conditions, undertakings and terms are hereby excluded.

10.2   SecureWeb makes no warranty that SecureWeb will meet your requirements, or that SecureWeb will be uninterrupted, timely, secure, or error free; SecureWeb makes no representations as to the suitability of the information available on or through SecureWeb, including but not limited to user amended sites, for any purpose nor about its legitimacy, legality, validity, accuracy, correctness, reliability, quality, stability, completeness or currency.

10.3   SecureWeb makes no warranty that a will generate any increase in sales, business activity, profits or any other form of improvement for your business or any other purpose, SecureWeb makes no warranty that a Website will lead to any clicks to your business or other information.

10.4   SecureWeb makes no warranty that a Website will lead to consistent exposure of your business or your key words during your subscription period *(including but not limited to, the position your advertisement is placed on a search result page or the frequency and time of day that your advertisement is displayed).*

10.5   All such information on the user-amended sites is provided by the users. The information available on or through SecureWeb user amended sites is not reviewed, controlled or examined by SecureWeb in any way before it appears on SecureWeb. SecureWeb does not endorse, verify or otherwise certify the contents of any such information.

10.6   Users are solely responsible for the contents of their websites and their AdWords advertisement content and may be held legally liable or accountable for the contents of their websites *(including without limitation in connection with infringement of intellectual property rights of any other party).*

10.7   SecureWeb abides by the guidelines of Google AdWords and Yahoo! Search Marketing, key terms or adverts requested by the customer must also abide by these guidelines. The packages are sold on the terms of key terms being a key term and location, hence key terms on their own without a location may require a higher subscription or an increase in the customers current package. SecureWeb is not responsible for the increase of any key terms cost per click, hence if your subscription amount can no longer cater for the key terms, they will be removed from your list of key terms. SecureWeb does not warrant or guarantee:

(a)that any information available on or through SecureWeb will be free of infection by viruses, worms, trojan horses or anything else manifesting contaminating or destructive properties;

(b)that the information available on or through SecureWeb will not contain adult-oriented material, or material which some individuals may deem objectionable; or

(c)that the functions or services performed by SecureWeb will be uninterrupted or error-free or that defects in SecureWeb will be corrected. It is the sole responsibility of the user to isolate software and information, execute anti-contamination software and otherwise take steps to

ensure that software or information, if contaminated or infected, will not damage user's information or system.

11. Limitation of Liability

11.1 In no event shall SecureWeb be liable to any party for any damages, including without limitation any direct, indirect, special, punitive, incidental or consequential damages *(including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, loss of profits or goodwill or loss of use of facilities or equipment)*, or any other damages arising - in any way, shape or form - out of the availability, use, reliance on, inability to utilise or improper use of SecureWeb even if SecureWeb shall have been advised of the possibility of such damages or is negligent, and regardless of the form of action, whether in contract, tort, or otherwise.

11.2 Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusions of incidental and consequential damages may not apply to you. In no event shall SecureWeb be liable to any party for any delays, inaccuracies, errors or omissions with respect to SecureWeb or the information or the transmission or delivery of all or any part thereof, for any damage arising there from or occasioned thereby, or for the results obtained from the use of information available on or through SecureWeb. You expressly agree that SecureWeb shall not be responsible or liable for any loss of data, nor shall SecureWeb be required to return any lost data, resulting from the suspension or deletion of user websites or websites, network or system outages, file corruption or any other reasons.

11.3 SecureWeb urges you to maintain backup versions of your website's content to guard against losses of any kind. You expressly agree that SecureWeb shall not be liable for any conduct by users of SecureWeb and shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted, uploaded, posted or made available on or through SecureWeb Services.

11.4 You expressly agree to indemnify and hold harmless SecureWeb, its subsidiaries, affiliates, officers, agents, co-branders and other partners, and its and their respective employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses *(including without limitation reasonable attorneys' fees and disbursements and court costs)* arising from or in connection with your Information, your use of or connection to SecureWeb, your violation of these Terms and Conditions of Service or your violation of any rights of any third party.

12. Debtor Policy

12.1 Default & Consequences Of Default

(a) Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.

(b) If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all costs of collection.

(c) Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

(d) If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of $50.00 shall be levied for administration fees which sum shall become immediately due and payable.

(e) In the event that:

(i) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or

(ii) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then

(iv) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and

(v) all amounts owing to the Seller shall, whether or not due the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.

(vi) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.

13. Privacy

13.1   Privacy Act 1988

(a) The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.

(b) The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

(i) To assess an application by Buyer;

(ii) To notify other credit providers of a default by the Buyer;

(iii) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and

(iv) To assess the credit worthiness of Buyer and/or Guarantor/s.

(c) The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

(d) The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

(i) provision of Services & Goods;

(ii) marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;

(iii) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/Goods;

(iv) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and

(v) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.

(e) The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

(i) to obtain a consumer credit report about the Buyer; and or

(ii) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

14. Miscellaneous

14.1   SecureWeb reserves the right in its sole discretion to:

(a) make improvements, corrections, adaptations, conversions and/or any other change in SecureWeb and to any part thereof and/or to revise or modify these Terms and Conditions of Service;

(b) change, limit, terminate, remove or cease to provide at any time, temporarily or permanently, SecureWeb or any part thereof, to all users or any number thereof including without limitation the use of or access to SecureWeb, granted to you or to any other user, at any time, without notice, for any reason or no reason;

(c) refrain from publishing on this site and delete or remove from SecureWeb, at its sole discretion, any Web page or Information or material provided for display, posted, uploaded or transmitted by any user or any part thereof;

(d) establish a new operating and usage policy for SecureWeb and change it at any time for any reason or no reason; and

(e) cancel, change, hold, de-list, introduce different options and features to different users or refrain from publishing SecureWeb numbers or any other details of the users using SecureWeb , at any time.

14.2   These Terms and Conditions of Service do not grant to you or any other user any license or right in or to any patent, copyright, trademark, trade secret or other proprietary rights of SecureWeb. SecureWeb may revise or replace these Terms and Conditions of Service from time to time. You agree that your use of SecureWeb, beyond a period of 15 days after a notice of such change has been provided on the SecureWeb network or Website for the first time, shall constitute your consent to the new or revised SecureWeb Terms and Conditions of Service. Any reference made in this document to SecureWeb or SecureWeb shall be deemed to have been made to SecureWeb, its suppliers, co-branders and licensors and each of their subsidiaries, successors, assignees, affiliates as well as any company that controls SecureWeb, directly or indirectly, and any other subsidiary of that controlling company.

14.3   *Note:SecureWeb Services clients also abide by Google, Yahoo!, Digital Pacfic and Micron21 Terms and Conditions.*