
TERMS & CONDITIONS OF TRADING & CLIENT AGREEMENT version 4.3.3

PARTIES:

1. GRAPHICS ONLINE PTY LTD as trustee for The Hatton Family Trust of 105 Scarborough Street, Southport Queensland 4215 ("Web Design Company");

2. You ("The Client")

DEFINITIONS

"We" or "Us" or "Our" or "Web Design Company" or "The Designer" means Graphics Online Pty Ltd ATF The Hatton Family Trust

"You" or "The client" or "The customer" or "Customer" means you The Client as above. A reference to "You" in this agreement includes any entity or commercial activity in which you have or have represented to have direct or indirect control or a direct or indirect beneficial interest.

"Server" means the computer equipment used to host your web services.

"Website" or "Your Website" means the area on our server we allocate to you for use by you as a web site on the internet.

"CMS" means Content Management System such as GOcms or any Content Management System we have built for You.

"GOcms" means Our Content Management System

"Software" means any computer or programming code written by Us

"Design" means any designs created by Us

"Secure Web Page" means a page located on the Server which allows Your Website to either collect credit card details or collect information in a way that is difficult for others to read a page as it is loaded using encryption.

"Search Engine Optimisation" or SEO means a service which is intended to help your website in gaining a higher listing in the Search Engine Results.

"Search Engine" means an online software application commonly used to search for websites.

"License" means a granting of permission to use certain Software or CMS

"Account" means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

"Banking Day" means a day other than a Saturday or a Sunday or a 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 Authority" means the authority to directly debit the Customers nominated account.

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

"Registration Form" means the Hosting Service Schedule and any Bill Buddy forms which details the Customers particulars and the direct debit authority between Graphics Online and the Customer.

These terms of business apply to all services offered to you by the Web Design Company from time to time, these include but are not limited to web site hosting, dedicated server hosting, domain name registration, email services, virus and spam protection, e-newsletter marketing, downloadable files, SEO (Search Engine Optimisation), back-up software, web applications, secure web pages, web services, design services, consultancy as well as any goods or services provided by us under any reseller agreements that may be in place.

DOMAIN NAME REGISTRATION

1. We do not warrant provide any guarantee that the domain name applied for will be registered in Your name or Your companies name or that it is even possible or capable of being registered by You. You are advised to not take any action in regards to Your requested domain name or names until you have received a confirmation that Your requested domain name has been registered.
2. You agree to irrevocably waive any claims You have against Us in respect to the decision of a naming authority to refuse to register a domain name. You agree to, without limitation, pay any fees or administration fees in association with the registration of your Domain Name and that these fees are not refundable in any instance.
3. Any disputes arising between You and any other individual or organisation in regards to Your Domain Name must be resolved between You and the parties involved and We take no part in these disputes. We reserve the right to at any time and at our sole discretion to suspend the use of any Domain Name and/or to cancel any Domain Name and to make any representations to naming authorities that We see fit.

WEB HOSTING, EMAIL HOSTING, WEB APPLICATION HOSTING, SECURE WEB PAGES AND VIRUS PROTECTION

1. You agree that We are in no event liable for any loss or damage to any data stored on the Server. You agree to maintain Your own back ups or any of Your Website data.

2. You agree that We do not provide any warranty as to accuracy or the quality of information received by any person viewing Your Website on the Server or hosted by Us.
3. You are solely responsible for implementing and maintaining insurance cover in respect of any loss or damage to data stored on the Server.
4. You warrant to Us that you will only use your Website for lawful purposes (according to Australian law). You also warrant to Us that You will not nor will You authorise or allow any other person or company to use the Server or the Website in any way as to violate any Australian law or regulations.
5. You will not knowingly or allow anyone on Your website to create, upload, post, transmit or link to:
 - Any material that contains: a virus or other hostile computer trojan or computer program, or unlawful, abusive, threatening, malicious, violent, harmful, defamatory, teaching violence, pornographic, gambling related, escort service or prostitution related, race hateful, profane or otherwise objectionable in any way material
 - Any content that would constitute or encourage criminal offences, give rise to civil liability or that violates or infringes any trademarks or copyrights or other intellectual property rights or similar rights of any person under the laws of any jurisdiction.
6. You will conform to the standards made available by Us from time to time and will ensure Your end users will not make excessive use of the Server to Our detriment or that of any of our other customers.
7. You agree to be fully responsible for sending email or E-newsletters in accordance with any relevant legislation, including but not limited to the Commonwealth Spam Act (2003) and for sending this correspondence in a secure manner. While We provide a service which helps you to send this correspondence We will not accept any liability for non-delivery or non-receipt or misrouting or any other failure of email or E-newsletters. You agree to only send E-newsletters or soliciting emails to those that have properly opted into your mailing list. In the event of what We deem to be deliberate transmission of unsolicited commercial email (UCE) We reserve the right to terminate Your services without any prior notification to You.
8. You warrant and agree that:
 - You will provide Us with an exclusion of liability from any transactions or contracts for the sale of goods or services as we deem appropriate and that these transactions or contracts will be solely between You as the merchant and Your end-user customer.
 - You will keep secure any passwords, identification or other confidential information relating to your account with Us or to Your Website or Services with Us and that you will notify us immediately of any suspected or known unauthorised use of your account or any suspected or known breach of security, including theft, loss or unauthorised disclosure or your username and password information. Notwithstanding such notification You will be liable for any and all uses of your account (and Website) notwithstanding any fraudulent or improper use of Your password or any other access to the facilities We offer which is not authorised use or access by Us.
9. While we shall use reasonable endeavours to maintain the integrity and security of your Website, CMS or the Server we do not warrant the Server will be free from hackers or unauthorised use.
10. We do not warrant that the Server or CMS or Your Website or email services will be accessible online at any time or that it will run error free or free from interruption or failure. We expressly disclaim any implied warranty regarding Server or CMS or Your Website or email services, service availability, accessibility or performance.
11. We do not warrant that Our virus protection services will stop viruses from reaching your Website or Your computer.
12. You agree to pay any charges due for excess data charges as a result of Your Website or email services or Server upon provision of invoice from Us.
13. You agree to the terms and conditions listed in the [Graphics Online Hosting Service Schedule](http://www.graphicsonline.com.au/files/pdf/Graphics-Online-hosting-service-schedule.pdf). (<http://www.graphicsonline.com.au/files/pdf/Graphics-Online-hosting-service-schedule.pdf>) and the [Graphics Online Master Services Agreement](http://www.graphicsonline.com.au/files/pdf/Graphics-Online-MSA.pdf) (<http://www.graphicsonline.com.au/files/pdf/Graphics-Online-MSA.pdf>)

GENERAL TERMS

1. Quoted prices expire 1 month from the above date. First time clients are required to pay 100% up-front in order to proceed, otherwise 75% deposit on acceptance of quotation the balance to follow on final sign off. (Unless otherwise arranged). Please note any changes to the brief will invalidate these quoted prices. Prices and times estimated are subject to final inspection of code, graphics, files and materials supplied or further instructions supplied and may vary. All author's corrections or changes to scope after initial concept/site plan or design has been approved and signed off will be charged for at our standard hourly rate which is \$130 +gst. You agree to accept responsibility for costs incurred as a result of your neglect after signing off.
2. Any computer files created in the production of this job remain copyright of Graphics Online Pty Ltd ©2011 with the exception of graphical designs which have shared copyright ownership between You and Us, unless otherwise arranged. You may not redistribute, sell or reverse engineer versions of this software. The software whether on disk or on any other media is licensed, not sold, to you by Us.
3. This license allows you to use one copy of the software on a single domain name at a time on the Graphics Online Server Hosting package provided you are paying any hosting, license or monthly fees due to Graphics Online. Graphics Online Pty Ltd retains ownership of the Intellectual property for the software itself. You may make

a transfer of all of your license rights to Us to another party provided that you do not retain any copies of the software, full or partial and that the party receiving the software reads and agrees to accept the terms of this license. Your rights under this license will terminate automatically without notice if you fail to comply with these terms. Upon termination you shall cease use of the software. Aside from the laws limitations in no event shall Graphics Online Pty Ltd be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to your use or inability to use this software however caused, regardless of the theory of liability (contract or otherwise).

4. You expressly acknowledge and agree that use and performance of the software is at your sole risk. The software is provided 'AS IS', with all faults and without warranty of any kind. No written information or advice given by Us shall create a warranty. We do not warrant that the software will be uninterrupted or error-free or that defects in the software will be corrected. Should the software be defective you assume the entire cost of all necessary servicing, repair or correction.
5. The Graphics Online CMS (GOcms) is designed to run optimally on the Graphics Online Hosting package. If it is required to be hosted on other 3rd party servers We cannot warrant all features will operate correctly as this will be dependent on what software and systems are available on this 3rd party hosting package. Please refer to section on External Hosting Option for a detailed description of what is involved. Software loaded onto any hosting solution that We do not provide or 3rd party external hosting will be encrypted to protect the license, and an additional quote will need to be supplied to install this.
6. The completion date for a website is a maximum of 8 weeks from the date of the initial payment being received. If a website project is delayed by You by way of You not supplying necessary content or not contacting Us with answers to designers or programmers queries or You not supplying necessary user-names, passwords or registry keys or You not signing off designs within a reasonable time frame then the website is deemed to be finished and full payment is required. You agree we may extend this time frame without notice.
7. Payment - (a) Final payment shall become due upon provision of invoice (unless it has been paid for in advance) or earlier notification to the customer that the work has been completed. Unless otherwise stated by Us, in writing, no discount shall be allowed. Unless otherwise stated in writing by Us, interest at the rate of 12% per annum will be charged on overdue accounts.
(b) In the case of the first transaction between the parties, the value of the order shall be paid on acceptance of the quotation or the lodging of the order (whichever shall be later) unless otherwise stated in writing to Graphics Online.
(c) The suspension by the customer of any work, for any reason, for a period exceeding thirty (30) days shall entitle Us to payment for work already carried out, materials specially ordered for that work and other additional costs, including storage.
(d) In the event that We are required to engage the service of any mercantile agency (Debt collector) to effect collection of any amounts due to Us then all collection expenses and associated charges shall be borne by You as the purchaser.
(e) If You have any automatic payments and or Direct Debit systems put in place to Us that are outside of a nominated contract period and you wish to cancel these payments We require 35 days notification in writing (email or Fax). Changes only take effect after the next scheduled payment is processed.
(f) We do not offer any refunds at Your request although We reserve the right to refund Your money and cancel any contracts in place at any time with You regardless of what stage a project or service is at.
(g) Logins, usernames and passwords (providing access to your website) are not given out to the Customer until full and final payment has been received.
(h) You agree that You accept ultimate personal responsibility for payment of all invoices which We render to You and Associated Entities, so that You guarantee payment by those Associated Entities.
8. Our IT support plans Cover phone support and email support or appointments at our premises. This support is only available during business hours as defined here: Business hours are deemed to be between 9-5 weekdays, and does not include public holidays or Graphics Online holidays which are subject to change but are usually between 20th December and 11th January. IT support plans do not include after hours support which is billed separately please enquire for this rate. Onsite support incurs a minimum 1 hour call out fee. Outstanding time is not rolled over after each calendar year. Monthly payments are to be set up on our automatic BillBuddy direct debit system.
9. You agree that We are in no event liable for any loss of profits, loss of sales, costs of damages or costs associated with business interruption as a result of any services We offer You.
10. You agree to load Your own website content, e.g. databases, profiles, images, usernames, passwords and page content (text and photos) into Your Website unless it is itemised specifically on your quote that We will offer this service for you at a charge.

SEARCH ENGINE OPTIMISATION (SEO) & PAY PER CLICK

11. While we will endeavour to achieve the best traffic results possible through Your SEO campaign You agree the final results are ultimately under the control of the search engines themselves. Results will vary and may take up

to three months to start showing. Graphics Online does not make any guarantees as to positions, success or traffic gained from the search engines.

12. SEO campaign reporting is at the full discretion of Graphics Online and We are not obligated to produce detailed reports on what work has been done, when and where it was done online.
13. Google or Yahoo (or any other search engine) fees are additional to Our charges and may be payable directly to the respective company or to our Searchsmart partner company. Please advise Us of a daily budget as to how much you wish to spend. You agree that We are in no event liable for costs associated with this advertising as a result of Yours or Our neglect.

CONTENT LIABILITY WAIVER - YOUR USER SUBMISSIONS

- A) You may submit video content ("User Videos") and audio content ("User Audio") and textual and picture content ("User Content"). User Videos and User Audio and User Content are collectively referred to as "User Submissions." "Your Website" means the website We have built or administer or complete work on for you, or any website You have the authority to administer and ask Us to administer or complete work on or load the "User Submissions" to.
- B) You The Client shall be solely responsible for Your own User Submissions and the consequences of posting or publishing them online. In connection with User Submissions, You affirm, represent, and/or warrant that: You own or have the necessary licenses, rights, consents, and permissions to use and authorise Us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by Us.
- C) For clarity, you The Client retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Us or through the GOCms (or any CMS that We have built for You), You hereby grant Graphics Online Pty Ltd a worldwide, non-exclusive, royalty-free, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with Your Website in any media formats and through any media channels. You also hereby grant each user of Your Website a non-exclusive license to access your User Submissions through Your Website, and to use and perform such User Submissions as permitted through the functionality of Your Website and under these Terms of Service.
- D) In connection with User Submissions, you The Client further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Us all of the license rights granted herein.
- E) We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and We expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities and infringement of intellectual property rights on our website or on Your Website, and we will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. We reserve the right to remove Content and User Submissions without prior notice at any time.
- F) We may require evidence of your ownership of rights or licenses to use and publish your User Content at any time.
- G) You the Client are solely responsible for any of Your client databases or Your client contact details that You load into Your CMS or Website or that You ask Us to load into your CMS or Website on Your behalf and You hereby confirm that you have permission to send E-newsletters and or Marketing material to any any of these contacts or clients contact details including email addresses or mobile numbers in this database. You confirm You have asked Your clients to opt in to receive your E-newsletters and or marketing material as per the Spam Act of Australia 2003. You also agree to maintain your own working unsubscribe and or opt out system as per this Spam Act and release Us from any liability or claim for this as well as provide your address on E-newsletters as also required.

OPTIONAL SET UP OF GOCMS ON EXTERNAL HOSTING

You have the option of running your website on an external hosting platform but there are some important considerations.

If your chosen web-hosting company does not provide everything the CMS requires then some features may not function as they were designed to. If they do not provide efficient service then it may delay Us from getting Your website online quickly.

Important note: Set up is dependent on the external hosting companies ability to provide relevant passwords, access to their database and whether they run compatible software (Php, MySql, ImageMagick on Linux, Mod-rewrite and the ionCube Loader are required and access to the Cron Jobs are an advantage). Not all features of the CMS will run on every hosting platform. We do not guarantee full functionality of every module. Allow a minimum of an additional 7 working days to set up on their servers (This is dependent on the external hosting company). This option is not compatible with our 'Shared Software' on-going CMS updates which will mean making updates to your CMS software will have to be done manually. The E-Newsletter mail-outs module and Campaign tracking will not function.

We require 100% payment upfront for websites that are to be externally hosted.

The most common features that other hosting companies do not always provide and may not work are: Captcha codes on forms, scheduled and normal back-ups, image & page folders, automatic image re-sizing, shopping cart payment

options. You/we may need to ask your web-hosting company to load specified php extensions in order for the CMS to work correctly. E.g They may need to make a change to the php.ini file, or have the ionCube loader installed.

While it is possible to host the site elsewhere, we do not recommend it. Here are the basic reasons why:

1. It takes longer to build your site as we are reliant on another company supplying us with the login information we need.
2. It's not a guaranteed result that everything will work. Every hosting environment is running different software. Not all shopping cart payment options and features will work as detailed above. E-newsletter mail-outs module and Campaign tracking modules will not work.
3. It's more expensive to keep the CMS editing software up to date in the future. The site cannot benefit from our on-going updates to CMS editing software (Shared Software plan)
4. It may cost more to install. Shopping carts, dating sites and other more complex sites can be multiple hours of work dependent on what system the other hosting providing is running which is billable at our current hourly rate.

Important considerations: The cost to install the CMS on an external hosting environment is an estimate and may vary. It's important to remember that if your choice of hosting company cannot deliver the service and software required to run your site (as it does on our hosting solution) or the site does not run to your satisfaction then you will need to find another hosting company that can provide this.

While some website code is accessible, there is some code that is encrypted in order to protect the license. You may not make any duplications of the CMS code or resell copies as this will infringe your license.

If you direct Us to install it onto another hosting solution and it is discovered that not all features work to Your satisfaction, Your options are to either find another hosting company and direct us to install it on that system or accept the hosting solution you have chosen or employ the services of another web company to do the install. We do not offer a refund on the installation work so you would incur further installation costs.

DIRECT DEBIT

1. Debiting the Customer's Account

(a) By signing the Registration Form, the Customer has authorised Graphics Online to arrange for funds to be debited from the Customer's Account. The Customer should refer to the Registration Form and this agreement for the terms of the arrangement between Graphics Online and the Customer.

(b) If the Debit Day falls on a day that is not a Banking Day, Graphics Online may direct the Customer's Financial Institution to debit the Customer's Account on the following Banking Day. If the Customer is unsure about which day the Customer's Account has or will be debited, the Customer should ask its Financial Institution.

2. Variations to the Agreement

(a) Graphics Online may vary any details of this Agreement at any time by giving the Customer at least fourteen (14) days written notice.

(b) A Direct Debit Authority remains in force until the contract date has been reached. After the contract date, the monthly payment goes to a month to month arrangement and if the client wishes to make a change to this then notice must be provided in writing to Graphics Online.

(c) Graphics Online may at any time, upon notice required by applicable law, change the price of your ongoing service or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your chosen period of ongoing service will come into effect for any further ongoing service periods after the effective date of the change. If you do not agree to any such price changes, then you must cancel and stop using your ongoing service prior to the commencement of the renewal period for which the price change applies.

3. Customer's obligations

(a) Once the Customer has agreed to use direct debit for payment of the Customer's Graphics Online accounts, the Customer must have sufficient funds in the Customer's Financial Institution Account on the Debit Day to cover the amount shown on the Customer's Graphics Online account, or to cover the Customer's agreed payment deduction.

(b) If there are insufficient funds, the Customer's Financial Institution may charge a fee that the Customer will be obliged to pay.

(c) If the Customer's Financial Institution rejects the deduction, the Customer may incur a Graphics Online charge to cover administration costs. If the Customer has two consecutive rejections, Graphics Online may cancel the Customer's direct debit arrangements without further notice.

4. Dispute

(a) If the Customer believes that there has been an error in debiting the Customer's Account, the Customer should notify Graphics Online immediately.

(b) Any queries the Customer may have about an error made in debiting the Customer's Account should be directed to Graphics Online in the first instance so that Graphics Online can attempt to resolve the matter.

(c) If Graphics Online cannot resolve the matter, the Customer can still refer it to the Customer's Financial Institution which will obtain details from the Customer of the disputed transaction and may lodge a claim on the Customer's behalf.

5. Accounts

The Customer should check:

(a) with the Customer's Financial Institution whether direct debiting is available from the Customer's Account;

(b) the Customer's Account details which the Customer has provided to Graphics Online are correct; and
(c) with the Customer's Financial Institution before completing the Direct Debit Authority if the Customer has any queries about how to complete the Direct Debit Authority.

6. Privacy

1.o The Customer acknowledges that Graphics Online collects and stores information relating to the Customer

1.p The Customer authorises Graphics Online to collect such information for verification and record keeping purposes.

7. Renewal

Upon the anniversary of your ongoing service e.g. hosting, your monthly, (six monthly, yearly or other period) ongoing service will automatically renew for subsequent matching time periods, unless you turn off auto-renewal or cancel your ongoing service prior to renewal. We require notice of your intention to turn off auto renewal in writing or email within 35 days of expiry of your service.

WHOLE AGREEMENT

This agreement embodies the whole agreement between the parties and supersedes any and all oral and written negotiations and communications by or on behalf of any of them. The parties have not, relied upon any warranty representation or statement, whether oral or written, made or published by any other party or any person on behalf of any other party or otherwise in connection howsoever with the subject matter of this agreement, except such as are expressly provided herein. The parties agree that to the extent that each of them may exclude any warranties or conditions which might otherwise be implied in connection with this agreement or the subject matter of this agreement by any competent legislation, then each party expressly excludes from application all such implied warranties and conditions.

Graphics Online Hosting Service Schedule - v01.1

This Service Schedule forms part of the Services Agreement between Graphics Online and the Customer and cannot be used as a stand-alone agreement. Any terms defined in the Master Services Agreement have the same meaning in this Service Schedule. Unless expressly stated otherwise, a reference to agreement clause, paragraph and/or part shall be a reference to a clause contained in this Service Schedule.

1. Parties

1.1. This Schedule applies between Graphics Online Pty Ltd as Trustee for the Hatton Family Trust (ABN 940 9499 5341) ("Graphics Online", "We ", "Us", "Our") and the Customer identified in a Hosting Services Order Form ("You", "Your", "Customer").

2. Contract Information

2.1. The Customer has:

2.1.1. signed or will sign a Service Order for Hosting Services and a Master Services Agreement, and, in case of the first engagement for Hosting Services, will sign this Service Schedule or;

2.1.2. placed an Service Order online for Hosting Services and agreed to have read the Master Services Agreement and this Service Schedule and have signed a 'Summary of Agreement for Supply of Services' form.

2.2. This Schedule shall be incorporated in and form part of each Contract (as defined in the Master Services Agreement and which, for the avoidance of doubt, includes the Master Services Agreement and the Service Order) between the parties for the supply of Hosting Services and contains the terms and conditions specifically relating to the Hosting Services.

2.3. For the avoidance of doubt, any usage by the Customer and Your End-Users of any Hosting Service constitutes acceptance of the above documentation.

3 Service Description

The following Service description is provided for Graphics Online Hosting Service.

3.1. Graphics Online Hosting is in a facility designed specifically for business, corporate and wholesale customers to host their websites.

3.2. Graphics Online Hosting provides Server space for You to have your Website published online.

Disk Space

3.3 Each website has a set amount of disk space allocated to it. Charges for additional disk space will apply if the Customers website exceeds the amount set in the Service Order Form. Graphics Online reserves the right to disconnect any servers, websites or hosting equipment immediately with or without prior notice if Your website exceeds this limit.

Bandwidth

3.4 Each website has a set amount of bandwidth allocated to it. Charges for additional bandwidth will apply if the Customers website exceeds the amount set in the Service Order Form. Graphics Online reserves the right to

disconnect any servers, websites or hosting equipment immediately with or without prior notice if Your website exceeds this limit.

Service Provision

4.2. Graphics Online shall:

4.2.1 provide to the Customer the Hosting Services in accordance with the terms and conditions contained in this Schedule and the Contract;

Allocation of Hosting Space

4.3. Graphics Online shall allocate the Hosting Space in its sole and absolute discretion and may upon fourteen (14) days notice to the Customer modify, substitute, replace or change the location of the Hosting Space or Graphics Online Facility as reasonably necessary. Graphics Online shall use reasonable endeavours to minimise any disruption to, or non-availability of the Hosting Services during a modification, substitution or relocation.

Service Levels

4.4. If Service Levels are specified in Annexure 1, Graphics Online shall provide the Hosting Services in accordance with such Service Levels.

4.4.1 Graphics Online obligations to give or allow such rebates is the full extent of Graphics Online liability and the Customer's sole and exclusive remedy in respect of any failure by Graphics Online to meet the Service Levels.

Graphics Online reservations

4.5. Graphics Online reserves to itself the right to:

4.5.1 access and use for its own purposes and for the provision of services to other customers other space within the Graphics Online servers that is not allocated as part of the Hosting Services to the Customer;

4.5.2 grant additional licences to other customers for the use of space in the Graphics Online servers that is not allocated to the Customer;

4.5.3 exercise or grant other rights not inconsistent with the rights granted hereunder;

4.5.4 enter and pass through the Hosting Space with or without equipment provided that such access does not unreasonably interfere with the use of the Hosting space by the Customer.

4.5.5 Inspect the Customers website code at any time if, in Graphics Online opinion, the Customer Equipment is causing, or is likely to cause, service degradation to Graphics Online or any third party due to but not limited to, overheating, excessive power load, non-standard coding practices, viruses, Graphics Online reserves the right to refuse installation of such software or code or turn off the Customers website or server. Where practicable, Graphics Online will endeavour to give the Customer 24 hours notice to remedy the situation, prior to turning off the Customers website or server.

4.5.6 access the Customers website at any time to assess whether You are complying with Your obligations under this Agreement, to rectify any breach by You of this Agreement or to exercise a right under this Agreement. You must not hinder or interfere with Graphics Online access to the Customer website. You must withhold passwords needed for this purpose.

5 Customer Access

5.1. The Customer shall have reasonable access to the Hosting Space for the purpose of utilising the Customer rights set out in clause 4.1, on the following basis:

5.2. You agree to comply with Graphics Online security regulations and other operating policies and procedures as advised by Graphics Online to You from time to time.

5.3. You and Your agents, employees and contractors must not interfere with or modify any software on the Server other than the Customers Server or Hosting.

5.4. You must not upload or place any piece of software for the purposes of Spamming or creating Viruses.

5.5. You will be liable for any damage to other websites or servers by Your agents, employees or contractors or Your Website.

5.6. You must not upload or place any material that is deemed to be Pornography, Race Hate related or related to Terrorism onto your Hosting Space.

5.7. It is the Customers responsibility to inform Graphics Online in writing of any changes to the Customers authorised representatives to the Hosting Space or Website.

5.8. Customer agrees to payment of any relevant Charges associated with this paragraph 5.

Access

5.9. Subject to paragraph 5.9.1 You will use Your best endeavours to give Graphics Online such notice as Graphics Online requires of a request to enter the Hosting Space.

5.9.1 In the case of failure of any Customer Software requiring urgent repairs necessitating unscheduled access to the Hosting Space, You must notify Graphics Online as soon as practicable and make arrangements for access to the Hosting Space.

6 Customer Obligations

6.1. The Customer shall:

6.1.3 ensure that the Hosting Space is kept free from Viruses or Spamming software;

6.1.4 ensure that email accounts are checked regularly and cleaned out so that they do not exceed your Disk Space limit;

6.1.6 satisfy itself as to the adequacy of the Graphics Online Hosting Space, the Hosting Space, power supply and up-time;

6.1.7 upon request by Graphics Online remove from the Hosting Space Software that:

(a). is not Software approved by Graphics Online;

(b). interferes with the equipment of Graphics Online or third parties in the Graphics Online Server (c). interferes with the operation of the Graphics Online Server;

or

(d). emits unacceptable levels of Spam or Emails.

6.1.8 Be responsible for maintaining back up copies of any software, computer code or emails that are loaded onto the Hosting Space regardless of who has uploaded it to the Hosting Space or created it.

6.1.10 Be held responsible for and agree to pay all charges resulting from:

(a). any damage to the Graphics Online Server caused by the Customer or the Customer's website and;

6.1.11 You must pay all Charges resulting from use of the Services, whether authorised by You or not.

6.1.12 grant, as security for any unpaid Charge owed to Graphics Online under this or any other Agreement with Graphics Online, a lien over the Customer Software. Graphics Online may sell all or part of the Customer Software on which it has a lien in the event that You fail to pay any Charges by the due date for payment and Graphics Online gives You written notice at least seven (7) days prior to the date of sale, stating and demanding that the outstanding Charges be paid.

6.1.13 bear the entire risk of loss or damage to the Website Software after its uploading to the Hosting Space. You shall, at Your own expense, obtain and maintain property and casualty insurance for the Website Software against all risks of loss or damage as well as all risks of loss and damage to third party equipment. The amount of such insurance shall not be less than the aggregate of the replacement cost of all Website Software.

7 Customer Restrictions

7.1. The Customer shall not:

7.1.1 Upload anything onto the Hosting Space or onto the Graphics Online Server that, in Graphics Online's opinion, is noxious, offensive or a nuisance;

7.1.3 use the Hosting Space for any purpose other than operating the Website;

7.1.4 damage the Hosting Space or the Graphics Online Server or any equipment located therein;

7.1.6 permit any third party (other than its authorised employees, agents or contractors who have Graphics Online approval) to access the Hosting Space; or

7.1.7 do any act or thing that causes Graphics Online to be in breach of any regulatory approval, consent, licence or regulation held or required to be held by Graphics Online.

8 Term

8.1. The Contract shall commence on the date of signing. The Hosting Services shall commence on the Service Commencement Date specified in the Service Order and shall, unless terminated earlier in accordance with the terms of this Contract, continue in full force and effect for the Initial Term set out in the Service Order.

9 Fees

9.1. The Customer shall pay to Graphics Online the fees set out in the Hosting Service Order and any additional fees for any other Services performed from time-to-time and payable on the Terms and Conditions set out in the Service Order and/or Master Services Agreement.

10 Superior rights

Subordination

10.1. The Contract is made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or licence or other superior rights by which Graphics Online has acquired an interest in the Graphics Online Server.

Rights conditional

10.2. The rights of the Customer are conditional upon the owner of the relevant Graphics Online Server giving and continuing its consent, if required, to the grant and continuation of the Customer rights under this Contract.

No breach or invalidation

10.3. The Customer shall not do or fail to do anything that may invalidate, or breach the terms of, any agreement between Graphics Online and the owner, lessor or licensor of any Graphics Online Facilities, which could affect Graphics Online right to use or occupy such Graphics Online Server.

No tenancy

10.4. Nothing in this Schedule creates any tenancy between Graphics Online and the Customer, nor does it confer upon the Customer any right or interest in the Server by way of occupation rights, licence, easement, rights of way or otherwise except expressly provided in this Schedule.

11 Sale and transfer of facility

11.1. Nothing in this Schedule prohibits Graphics Online from selling or otherwise transferring its interest in the Graphics Online Facility.

11.2. This Schedule shall automatically terminate when Graphics Online ceases to have a right to use the Graphics Online Facility.

11.3. Graphics Online shall use reasonable endeavours to assist the Customer to novate this Contract to, or enter into a new agreement with, any new owner, lessee or licensee of the Graphics Online Facility.

Indemnity

11.4. Without limiting any express rights of the parties under the Master Services Agreement, You indemnify, and will keep fully indemnified, Graphics Online, and each of Our officers, agents, employees and contractors, from and against any losses, damages, costs or expenses (including legal costs assessed on a solicitor client basis) which Graphics Online or any of Our officers, agents, employees or contractors, may suffer or incur arising out of or in connection with an action or claim brought by a third party against Graphics Online or any of Our officers, agents, employees or contractors, which is a result of:

(a) the presence of the Customer Software on the Server or Hosting Space;

(b) any Downtime caused by negligence or the installation, operation, maintenance or removal of computer hardware equipment or Software or Computer Code including GOcms uploaded by Graphics Online or You or Your officers, agents, employees or contractors on or from the Server or Hosting Space;

(c) any defects or faults in the Server, Hosting space, Design work or Computer Code authored by Graphics Online;

(d) the negligence or intentional acts or omissions of any of You or Your officers, agents, employees or contractors.

12 Definitions and interpretation

Definitions

12.1. Terms shall have the meaning given to them in the Master Services Agreement between Graphics Online and the Customer.

12.2. In addition, in this Schedule the following definitions apply:

ACMA means the Australian Communications and Media Authority or any successor.

Carrier has the meaning given to that term in the Telecommunications Act, 1997 (Cth).

Hosting Services means the Hosting services described in the Service Order Form.

Hosting Space means the space described as such in a Service order for Hosting Services which is supplied to the customer and the disk space allocated on the Server.

Website means any, software, computer code, provided by, or controlled by, You and used in connection with the Services.

Server means the computer server on which the Website is to be installed, details of which are set out in the Service Order Form.

GOcms means the Graphics Online Content Management System

Computer Code means Software authored either by You or Graphics Online

Loss means costs, loss, damage, liability or expenses (including all legal costs on a full indemnity basis, fees and expenses).

Services means the service(s) described in the Service Order Form, as varied from time to time in accordance with this Service Schedule.

Service Commencement Date means the date the Service is provisioned and ready for use by the Customer.

Software means any computer code, html, php, mysql, scripts or files that run on the Server or Hosting Space

Disk Space means hard drive space

Graphics Online - Master Service Agreement - version 01.1

Parties

The terms and conditions of this Master Service Agreement apply between:

Graphics Online Pty Ltd as Trustee for the Hatton Family Trust (ABN 940 9499 5341) of:

105 Scarborough Street, Southport QLD 4215

(Graphics Online, our, us)

And:

The Customer identified in the Graphics Online Service Order Form (“You”, “Your”, “Customer”).

It is agreed as follows:

1. Contract Information

1.1. Graphics Online will supply, and You will acquire, the Services on the terms and conditions of the following documents each of which shall form a Contract between the parties:

1.1.1. This Master Services Agreement (Agreement);

1.1.2. the Service Schedule(s);

1.1.3. any Order(s) for Service (Service Order); and

1.1.4. any other documents attached to, or subsequently incorporated into, this Agreement, Service Schedule(s), or any Order(s) for Service.

1.2. Each contract will comprise a Service Order and a Service Schedule and all attachments or annexures thereto and will incorporate the terms and conditions of this Agreement (Contract) to the exclusion of any purchase order, confirmation, terms and conditions or other document issued or provided by You.

1.3. The Customer has:

1.3.1. signed or will sign a Service Order for Co-location or Hosting Services and a Master Services Agreement, and, in case of the first engagement for Co-location or Hosting Services, will sign this Master Services Agreement or;

1.3.2. placed an Order online for Co-location or Hosting Services and agreed to have read this Master Services Agreement and any related Service Schedule and have signed a ‘Summary of Agreement for Supply of Services’ form.

1.4. For the avoidance of doubt, any usage by the You and/or Your End-Users of any Co-location or Hosting Service constitutes acceptance of the above documentation.

2. Term

2.1. This Agreement commences on the Commencement Date and, subject to earlier termination in accordance with its terms, will remain in force without limit of period until the last of the Contracts expires or is terminated.

2.2. Each Contract will commence on the Provisioning date of the Service Order, and, subject to earlier termination in accordance with the terms of this Agreement, operate for the term set out in the Service Order applicable to that Contract.

2.3. If under any Contract that is for a fixed term, Graphics Online continues to supply and You continue to receive Services beyond the expiry of the prescribed initial term, both parties must continue to comply with their obligations and, for so long as the parties make no objection, such Contract will be deemed to be extended for successive periods equal to the previous term, subject always to the right to terminate under clause 13.4.

3. The Services

3.1. The Supply of Services

3.1.1. Graphics Online will provide the Services in accordance with this Agreement and the terms of any Contract.

3.1.2. You will use the Services (and will ensure that Your End Users use the Services) in accordance with this Agreement, any Contract and all applicable laws and regulations.

3.2. Request for Additional Services and/or Quantities

3.2.1. You may order additional Service(s) by completing a new Service Order form.

3.2.2. You may order additional quantities under any current Service Schedule during the term of that Service Schedule by requesting an upgrade to a current Service Order.

3.2.3. If Graphics Online does accept any such request falling within clauses 3.2.1 and 3.2.2, Graphics Online shall provide such Service to You in accordance with the particular terms of the Service Order(s), the relevant Service Schedule and this Master Services Agreement.

3.3. . Amendment of this Agreement

3.3.1. Graphics Online may amend any part of this Agreement at any time without Your consent by not less than 10 Business Days notice in writing where the amendment:

3.3.1.1. does not have a material adverse impact upon Your rights under this Agreement (in Graphics Online reasonable opinion); or

3.3.1.2. relates to improvements in the Service.

3.3.1.3. If Graphics Online wishes to amend the terms of this Agreement otherwise than in accordance with clause

3.3.1, Graphics Online may do so at any time by giving You 10 Business Days prior notice (the Amendment Notice Period).

3.3.1.4. Upon receipt of a notice under clause 3.3.1.2, You may terminate this Agreement or, where the amendment is to be made to one or more Service Schedule(s) and/or Order(s) for Service, the relevant Service Schedule(s) and/or Order(s) for Service by giving not less than 10 Business Days prior notice to Graphics Online during the Amendment Notice Period. Any such termination must take effect within 10 Business Days of the end of the Amendment Notice Period.

3.3.1.5. If at the end of the Amendment Notice Period You have not elected to terminate this Agreement, or the relevant Service Schedule(s) and/or Order(s) for Service, You will be deemed to have accepted the amendment(s) notified to You in accordance with clause

3.3.1.2 and You will lose Your right of termination under clause 3.3.1.3.

3.4. Refusal of Service

3.4.1. Graphics Online reserves the right to refuse, cancel, suspend or terminate any service and/or contract at our sole discretion.

4. Parties' Responsibilities

Compliance with laws

4.1. You must:

4.1.1. hold all authorisations, permits and licences required under applicable law to receive and utilise the Services; and

4.1.2. comply with the requirements of all laws of any kind applying to the receipt and utilisation of the Services.

Your Equipment

4.5. Graphics Online will not be responsible for including but not limited to, the operation, maintenance or repair of Your equipment and such equipment at all times remains at the risk of You and Graphics Online will not assume any responsibility for the operation, safety or security of such equipment.

4.6. You are solely responsible for the transmission and reception of communications signals by Your equipment and the quality of and/or defects in such signals, and Graphics Online has no responsibility for the same. You must ensure that Your equipment does not damage or interfere with Graphics Online Equipment, Facilities or Network.

4.7. Subject to 4.6 Graphics Online may at its discretion temporarily shutdown the Service to You if it is found that Your equipment is or may damage or interfere with Graphics Online Equipment, Facilities or Network and other Customer Equipment. Where possible Graphics Online will attempt to communicate to You such intent and give options to You to remedy the cause.

Protection of facilities

4.8. If Graphics Online is given access to any of Your facilities or systems to enable it to provide the Services, Graphics Online will:

4.8.1. take reasonable care in accessing such facilities and systems, including all hardware, software and applications and observe all reasonable security procedures and work practices;

4.8.2. not unreasonably interfere with or disrupt such facilities or systems; and

4.8.3. ensure that such facilities or systems are protected from unauthorised access or use, or misuse, damage or destruction by any Graphics Online authorised persons.

Use of Services

4.16. You are solely responsible for all use of the Services, including all fees and charges in connection therewith, notwithstanding that any use and/or charges may have been fraudulent, illegal or not authorised by You.

4.17. Nothing in clause 4.18 will be construed as imposing an obligation on Graphics Online to monitor, detect and/or report fraudulent, illegal or unauthorised use of the Services.

4.18. The Customer may use the Services only in accordance with all applicable laws and regulations.

4.19. Graphics Online may temporarily suspend the Service if it feels that fraudulent, illegal or unauthorised use of the Service(s) is occurring. In such case Graphics Online will attempt to contact You of such action.

General obligations

4.20. During the term You will:

4.20.1. adhere to Graphics Online operational procedures and technical specifications and any other reasonable directions given by Graphics Online in relation to Your obligations under this Agreement, Service Schedule(s) and Order(s) for Service from time to time;

4.20.2. not do, or permit to be done, any act which damages the reputation of Graphics Online;

4.20.3. ensure that End User Contracts make no reference to Graphics Online and exclude Graphics Online (as Your supplier of the Services) from any liability to End Users;

4.20.4. not offer or supply, or purport to offer or supply, any other services of Graphics Online that are not included in the Services You have with Graphics Online;

4.20.5. when dealing with End Users, not attribute blame for fault or other problems with the Services to Graphics Online unless not doing so would require You to engage in unethical, misleading or deceptive conduct; and

4.20.6. provide, and ensure End Users or any other relevant persons provide, Graphics Online and/or our suppliers with full, free and safe access to the relevant premises if required for Graphics Online and/or our suppliers to repair or restore the Services or the Graphics Online Network or in order for Graphics Online exercise our rights under this Agreement.

5. Representatives, key people and employees Representatives

5.1. The Customer must appoint and notify to Graphics Online in writing its representative under this Agreement (Representative). Unless otherwise agreed in any Contract, the Representative will be responsible for the day-to-day administration of this Agreement and each Contract on behalf of You. The initial Representative You will be the person named as the Order Contact in a relevant Service Order.

5.2. You must notify Graphics Online immediately by Your Managing Director or position of equal stature should its Representative be removed or replaced, together with the contact details of its new Representative, or of any change to its Representative's contact details. Graphics Online will not assume any responsibility whatsoever if requests are made by the said Representative and that Representative is no longer authorised to do so by You.

5.3. You will be responsible for the acts, omissions and defaults of its Representative. Any direction, instruction, notice, approval or other communication made or given to the Representative will be deemed to have been made or given to You.

6. Payments

Service payments

6.1. The Customer must pay to Graphics Online the fees set out in any Contract for providing the Services. The Customer must make all payments to Graphics Online in accordance with the rates and charges set out in each Contract. We will invoice you:

6.1.1. in arrears for Usage Based Charges and any Services; and

6.1.2. in advance for any Installation Charges, Setup Charges, Recurring Charges and all other Charges.

Invoices and payment

6.2. Unless otherwise agreed in any Contract, Graphics Online will submit invoices to You detailing the payments to be made by You. Charges which are dependent on Customer usage will be invoiced monthly in arrears. The Customer must pay all invoices within fourteen (14) days of the date of the invoice.

Disputed invoices

6.3. In the case of any invoice disputed in good faith by You, You must give prompt written notice to Graphics Online of any such dispute, which must include the reasons for the dispute, and in any event within thirty (30) days of receiving the invoice.

6.3.1. You must pay the invoice containing the Charge that is being disputed in full in accordance with this Agreement.

6.3.2. Graphics Online is not obliged to accept a notice of a Billing Dispute in relation to an invoice unless You have complied with clause 6.3.1

6.3.3. You may be requested to provide further details of Your Billing Dispute to Graphics Online in accordance with a notice in writing provided to You by Graphics Online.

6.3.4. where any such dispute is determined to be unfounded, You must pay to Graphics Online in full the amount withheld within seven (7) days of such determination or by the due date of the disputed invoice, whichever occurs later.

6.3.5. Failure to Notify Graphics Online

6.3.5.1. In the event that You do not:

6.3.5.1.1. notify Graphics Online of a Billing Dispute within the time period specified in clause 6.3; or

6.3.5.1.2. provide the requested additional information to Graphics Online within seven (7) days of receipt of Graphics Online request for further information under clause 6.3.3; or

6.3.5.1.3. pay all amounts (including any disputed amounts) in the invoice to which the Billing Dispute relates by the due date, then all amounts in the invoice to which the Billing Dispute relates will be deemed to be agreed and accepted by You and acknowledged as a debt due and payable in accordance with the terms of this Agreement.

6.3.6. where any such dispute is determined to be founded and You have paid the disputed amount, Graphics Online must pay to You, via refund or account credit in full the relevant amount within seven (7) days of such determination.

Sums payable in full

6.4. All sums payable under this Agreement and any Contract are payable in full without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.

Credit approval

6.5. Unless the Service Order provides otherwise, provision of the Services is subject to Graphics Online being satisfied at all times with the credit rating of You and granting credit approval to You. The Customer must provide to Graphics Online upon request, any information required by Graphics Online for the purpose of assessing the credit rating of You. If at any time Graphics Online is not satisfied with the credit rating of You it may require You to:

6.5.1. pre-pay amounts in respect of fees;

6.5.2. lodge a deposit as security for payment;

6.5.3. provide a guarantee from Your directors in their personal capacity as security for (among other things) the due and punctual performance of Your obligations under this Agreement.; and/or

6.5.4. put in place other credit and/or security arrangements satisfactory to Graphics Online in respect of payment of fees, including but not limited to establishment of an automatic bank debit drawn on a debit, credit or other account of You.

Late payment

6.6. If You are overdue with any payment hereunder, then without prejudice to Graphics Online other rights or remedies:

6.6.1. interest - You is liable to pay interest on the overdue amount at an annual rate of 5% above the Graphics Online prevailing base rate of Graphics Online principal bankers, which interest will accrue on a daily basis from the date payment becomes overdue until Graphics Online has received full payment of the overdue amount together with all interest that has accrued and is payable within thirty (30) days of the date of Graphics Online invoice in respect of the same;

6.6.2. Suspension - Graphics Online has the right to suspend all or part of the Service until You rectifies matters. Un-suspension fees will apply; and 6.6.3. Lien of equipment - You hereby grant Graphics Online a Lien over Your equipment and Your data in the custody, possession or control of Graphics Online for any unpaid fees payable to Graphics Online by You pursuant hereto and Graphics Online is hereby authorised and empowered to sell any of the aforesaid to recover all or any such fees or expenses together with interest thereon which remain unpaid in excess of sixty (60) days from the due date.

Payment for variations

6.7. If You direct Graphics Online in writing to alter or vary the Services, or direct Graphics Online to carry out any work of a character similar to the Services, Graphics Online may provide to You a separate offer to supply such additional or varied Services at fees to be determined by Graphics Online. If You accept in writing the fees set out in the offer, Graphics Online will supply such additional or varied Services at the agreed fees.

Increased costs and fee variation

6.8. If, as a consequence of the supply of incorrect information by You, the cost to Graphics Online of performing the Services is increased, Graphics Online reserves the right to charge extra fees at its then prevailing rates to cover such additional costs and expense.

6.9. If, at any time during the term of this Agreement, there is an increase in Graphics Online cost of providing the Services, Graphics Online may review and modify the Charges and advise You by notice in writing (the Revised Charges). The Revised Charges so advised will become the Charges effective from the date that is ten (10) Business Days after the date of the notice or upon your next invoice renewal, whichever occurs first.

6.10. If Graphics Online varies the Charges under clauses 6.8 and/or 6.9, Graphics Online may require from You an additional form of security or prepayment, as applicable, to cover the Revised Charges.

Goods and Services Tax

6.11. Unless stated otherwise, all prices quoted for supplies made and/or to be made under this Agreement are in Australian dollars and are exclusive of GST.

6.12. If GST is applicable to any supply made by Graphics Online under this Agreement, Graphics Online is entitled to add to the amount otherwise payable an additional amount for the applicable GST.

6.13. You hereby agree to pay Graphics Online such GST charge in the same manner and at the same time as the payment for the relevant supply.

6.14. Graphics Online will issue tax invoices to You for the purposes of GST.

6.15. For the purposes of this clause 12.4, "GST" means the Goods New Tax System (Goods and Services Tax) Act 1999 (Cth).

Fee indexation

6.16. If upon the expiry of the initial term of any Contract the provision of Services continues under clause 2.3 of this Agreement or any continuation or rollover provision in any Service Schedule, the fees will be increased on and from the first day of any such renewed or holding over period by an amount equivalent to the increase in the CPI for the twelve (12) month period preceding the price increase (or, where data showing the percentage increase for the entirety of such period is not available on such review date, the most recently updated data).

7. Intellectual Property

Graphics Online Intellectual Property

7.1. You acknowledge and agree that all property, copyright and other intellectual property rights in work arising from or created, produced or developed by Graphics Online (whether alone or jointly with others) under or in the course of this Agreement or any Contract ('Works'), wherever in the world enforceable, including without limitation all right, title and interest in and to the equipment, facilities and/or Services and all documents, data, drawings, specifications, articles, computer programs, object code, source code, network designs, notes, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, scripts or other items relating thereto, will immediately upon creation or performance vest in and will be and remain the sole and exclusive property of Graphics Online, and You acquire no right, title or interest in or to the same. You agree, at Graphics Online request, to take all such actions and execute all such documents as may in Graphics Online reasonable opinion be necessary to enable Graphics Online to obtain, defend or enforce its rights in the Works, and must not do or fail to do any act which would or might

prejudice Graphics Online rights under this clause. Pre-existing intellectual property 7.2. Without limitation to clause 7.1, for the avoidance of doubt, if and to the extent that any of the equipment, facilities and/or Services comprise, include or have been created, produced or developed using any pre-existing copyright work belonging to Graphics Online or any third party, all right, title and interest in and to such existing copyright remains with Graphics Online or such third party.

No grant of rights

7.3. Nothing in this Agreement or any Contract has the effect of granting or transferring to, or vesting in, You any intellectual property rights, or any other right, title or interest, in or to any ideas, strategies, methodologies, processes, concepts or policies belonging to, devised, developed or created by Graphics Online or any third party whether before or in the course of performance of this Agreement or any Contract or otherwise, or any material, item or work devised, developed or created by Graphics Online or any third party prior to or during the term of this Agreement or any Contract.

8. Confidentiality

8.1. Each party acknowledges that in the course of performing its obligations hereunder it will receive information which is proprietary and confidential to the other party (and in the case of Graphics Online, its licensors) ('Confidential Information'). Confidential Information includes without limitation:

8.1.1. information in any Graphics Online database that is made available online to You;

8.1.2. non-public price and service delivery information relating to Graphics Online and/or its business; and

8.1.3. information obtained by Graphics Online regarding Your use of Services.

8.2. Each party agrees not to use Confidential Information of the other party except in the proper performance of its obligations hereunder, and not to disclose the same to any person or entity other than the recipient party's employees, agents or contractors directly involved in the recipient party's performance hereunder who are bound by a separate written undertaking to protect the confidentiality of such Confidential Information.

Further permitted use and disclosure

8.3. Notwithstanding clause 8.2, either party may use or disclose Confidential Information only to the extent necessary to:

8.3.1. comply with any law, binding directive of a regulator or a court order;

8.3.2. comply with the listing rules of any stock exchange on which its securities are listed; or

8.3.3. obtain professional advice in relation to matters arising under or in connection with this document.

Exclusions

8.4. Clause 8.2 does not apply to Confidential Information:

8.4.1. which is in or becomes part of the public domain otherwise than through breach of an obligation of confidence;

8.4.2. which was known to a recipient party at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or

8.4.3. which a recipient party acquires from a third party where that third party was entitled to disclose it.

Responsibility for Representatives

8.5. Each party must ensure that its employees, subcontractors, agents and representatives do not do, or omit to do anything, which if done or omitted to be done by such party, would breach this clause 8.

Equitable remedies

8.6. Each party acknowledges that a breach of the confidentiality obligations set out in this clause 8 by it may cause the other irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to a claim for damages and any other remedies available at law or in equity, such party may seek specific performance or injunctive relief (as appropriate) against any breach or threatened breach by the other party, or the employees, subcontractors, agents or Representatives of the other party.

Obligations to continue after agreement ends

8.7. All obligations of confidence set out in this clause 8 continue in full force and effect after the expiry or termination of this Agreement.

9. Privacy Disclosure of Personal Information

9.1. Each party warrants to the other that:

9.1.1. any Personal Information that it discloses to the other under this Agreement or any Contract has been collected in accordance with the Privacy Act 1998 (Cth);

9.1.2. the individual to whom the information relates has been made aware of the recipient's identity, of how to contact the recipient, and of the other matters of which the recipient is required to inform a person about whom it collects information under the Privacy Act 1998 (Cth); and

9.1.3. the other is authorised to collect the information for the disclosure and use the information for the purposes of this Agreement and any Contract.

Receipt of Personal Information

9.2. In relation to any Personal Information disclosed by a party under this document, the recipient must:

9.2.1. not use, disclose, store, transfer or handle the information except in accordance with the Privacy Act 1998 (Cth);

9.2.2. only use or disclose the information for a purpose connected with this Agreement or any Contract, or as required by law;

9.2.3. co-operate with any reasonable request or direction of the discloser which relates to the protection of the information or the exercise of the functions of the Privacy Commissioner under the Privacy Act 1998 (Cth);

9.2.4. ensure that access to its employees, Representatives and subcontractors is limited to people required to access that information for the purposes of this Agreement and any Contract and that they comply with the requirements of this clause and of the Privacy Act 1998 (Cth).

Complaints

9.3. Each party must promptly inform the other in writing of any complaint that it receives concerning the use, disclosure, storage, transfer or handling of Personal Information and comply with any reasonable direction of the other in relation to a complaint concerning the use, disclosure, storage, transfer or handling of Personal Information.

10. Warranties

General warranties

10.1. Each party represents and warrants to the other on a continuing basis that:

10.1.1. it has full corporate power and has taken all necessary action to enter into and perform to this Agreement and any Contract and to complete the transactions contemplated by this Agreement and any Contract;

10.1.2. on execution of this Agreement and any Contract, its obligations under this Agreement and any Contract will be valid, binding and enforceable; and

10.1.3. unless otherwise stated, it does not enter into this Agreement or any Contract as trustee of any trust.

Warranty regarding Services

10.2. Graphics Online represents and warrants to You that:

10.2.1. the Services will be provided in accordance with any applicable Service Levels (if any).

Breach of Service level warranty

10.3. If specified in any Service Schedule Graphics Online is required to give or allow Service Rebates to You in relation to any failure of Graphics Online to comply with the warranty in clause 10.2.

10.4. If Service Rebates are applicable, Graphics Online obligations to give or allow such rebates is the full extent of Graphics Online liability and Your sole and exclusive remedy in respect of any failure by Graphics Online to meet the Service Levels.

10.5. Graphics Online liability to give or allow Service Rebates will be limited to the maximum amount specified in any Service Schedule.

10.6. The Customer acknowledges that any Service Rebates represent a genuine and reasonable pre-estimate of Your Loss arising from Graphics Online breach of the warranty in clause 10.2. Exclusion of other conditions and warranties 10.7. The terms of this Agreement and any Contract are in lieu of all conditions, warranties and other terms concerning the supply or purported supply or, failure to supply or delay in supplying the Services which might otherwise have effect between Graphics Online and You or would otherwise be implied into or incorporated into this Agreement or any Contract whether by statute, common law or otherwise, all of which are hereby excluded to the maximum extent permitted by law (including, without limitation any condition, warranty or other term in relation to merchantability and fitness for a particular purpose). The Customer accepts all responsibility for the selection of the Services to meet its requirements. Graphics Online does not warrant that the Services will be suitable for such requirements nor that any Services will be uninterrupted or error-free.

Liability for breach of non-excludable warranties

10.8. Where any legislation, such as the Trade Practices Act 1974 (Cth) implies into this Agreement or any Contract, any condition or warranty and that legislation voids or prohibits conditions in a contract excluding the application of the condition or warranty, the liability of Graphics Online for any breach of the condition or warranty is limited to, at Graphics Online option, in the case of Services to either:

10.8.1. the resupply of the Services; or

10.8.2. the reasonable cost of having the Services resupplied; or in the case of goods:

10.8.3. the replacement of the goods or the supply of equivalent goods;

10.8.4. the repair of any defect in the goods; or

10.8.5. the reasonable cost of replacement of the goods.

11. Liability and indemnity

Extent of liability

11.1. Subject to clause 11.3 but without prejudice to clause 10.5, the maximum aggregate liability of Graphics Online and any of its affiliates', agents' and subcontractors to You in respect of:

11.1.1. any one claim or series of connected claims under a Contract, whether arising in or for breach of contract, tort (including negligence) breach of statutory duty, indemnity or otherwise, will in no circumstances exceed the fees paid

under that Contract in the six (6) months preceding the occurrence of the event giving rise to such claim or series of connected claims;

11.1.2. any Contract, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, will in no circumstances exceed in respect of all claims made in any year half of the fees paid in the twelve (12) months prior to the occurrence of the last event giving rise to such claim. The above limitations are to be read and construed independently of one another and if, on application of the limitations, any ambiguity exists, the limitation resulting in the minimum liability for Graphics Online will apply.

11.2. In no event will Graphics Online or its affiliates, agents and subcontractors, be liable under or in connection with this Agreement or any Contract, for any loss of income, loss of actual or anticipated profits, loss of business, loss of anticipated savings, loss of damage to or corruption of data, loss of goodwill, loss of reputation or for any special indirect, incidental or consequential loss or damage of any kind in each case howsoever arising, whether such loss or damage was foreseeable in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

11.3. Nothing in this clause 11 excludes or in any way limits Graphics Online or its affiliates', agents' or subcontractors' liability to You to the extent the same may not be excluded or limited as a matter of law.

Indemnity

11.4. You indemnify Graphics Online, and will keep Graphics Online fully indemnified, from and against any losses, damages, costs and/or expenses (including legal costs assessed on a solicitor client basis) which Graphics Online may suffer or incur arising out of or in connection with an action or claim brought by a third party against Graphics Online which relates to Your (or any of Your End Users) use of the Services including, without limitation, as a result of:

11.4.1. the transmission of any illegal, fraudulent or offensive material by You (or any of Your End Users);

11.4.2. any breach of this Agreement by You; or

11.4.3. any wilful, unlawful or negligent act or omission of You (or any of Your End Users).

11.4.4. You indemnify Graphics Online from and against any claims, demands, actions, suits, proceedings, costs, expenses, damages, losses and liabilities which Graphics Online suffers or incurs in connection with Graphics Online fulfilling our obligation under this Agreement

11.4.5. You are liable to pay Graphics Online for all Charges in respect of any such End User.

11.4.6. Graphics Online does not warrant that the Services will be free of interruptions, delays, faults or errors.

Graphics Online will not be responsible for any loss and/or damage to Your business and/or equipment and/or Your End Users' business and/or equipment that may result from any interruptions, delays, faults or errors in the supply of the Services.

11.4.7. All terms, conditions and/or warranties that may be implied into this Agreement, statutory and otherwise, relating to the provision of the Services by Graphics Online are excluded to the fullest extent permitted by law.

11.4.8. Graphics Online liability for breach of any term, condition or warranty, or under any remedy

implied by law, which cannot be lawfully excluded, will be:

11.4.8.1. limited (if permitted by law), at Graphics Online option, to the repair or re-supply of equipment or Services or the payment of the cost of having the equipment or Services resupplied; and

11.4.8.2. reduced to the extent that such liability is caused by Your negligent acts and/or omissions and/or a breach by You of the terms of this Agreement.

11.5. The aggregate liability of Graphics Online for all direct, indirect and consequential losses, damages, costs, expenses, actions and claims arising out of, or otherwise in connection with, this Agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the total fees paid by You for the affected Service(s) in the six (6) months preceding the relevant cause of action accruing or, if there are more than one, the last cause of action accruing.

11.6. Graphics Online has no liability to You, any of Your End Users or to any other person, for:

11.6.1. the acts or omissions of any third party, including the suppliers which have been engaged by Graphics Online for the purpose of supplying or maintaining a Service supplied to You under this Agreement;

11.6.2. faults or defects in Services which are caused by Your own conduct or misuse or the conduct or misuse of Your End Users;

11.6.3. faults or defects that arise in telecommunication services provided to You other than under this Agreement (even if they are connected with Graphics Online consent to Services which Graphics Online has supplied under this Agreement);

11.6.4. any loss of revenue or profits, loss of data, loss of bargain and damage to reputation or for any form of indirect or consequential loss, whether in respect of breach of contract, equity, negligence, intended conduct, tort or otherwise, arising out of, or in connection with, the provision of the Services or this Agreement;

11.6.5. faults or defects in the Services that arise due to equipment or cabling owned or leased by You or an End User or otherwise in Your control or Your End Users' control; or

11.6.6. faults or defects in the Services that arise due to failure by You or any third party (other than a contractor or agent engaged by Graphics Online) to appropriately maintain any equipment or cabling relevant to the supply of the Services.

11.7. Any payment to be made by You under the indemnity in clauses above must be made in full within fourteen (14) days of written demand.

12. Insurance

Maintain cover

12.1. The Customer must effect and maintain during the term of any Contract insurances for the risks and for the limits of cover as specified in a relevant Service Order.

13. Termination

Termination

13.1. Either party may terminate a Contract immediately at any time by written notice to the other if:

13.1.1. the other party commits a material breach of its obligations under this Contract which is irremediable or which it fails to remedy within fourteen (14) days after receiving a written notice from the other specifying the breach and requiring it to be remedied;

13.1.2. the other party is the subject of an Adverse Event; or

13.1.3. destruction and/or damage to equipment and/or facilities supplied by Graphics Online renders the equipment, facilities or Services unusable or inoperable for more than seven (7) days.

13.2. For the avoidance of doubt, failure by Graphics Online to satisfy any Service Levels will not of itself, be considered a material breach of any Contract for the purposes of clause 13.1.

Termination by Graphics Online

13.3. Without limitation to clause 13.1, Graphics Online may immediately terminate a Contract by written notice to You if any of the following occurs:

13.3.1. You fail after Graphics Online has provided seven (7) days' notice to pay an amount that is due (and not under dispute under clause 6.3) under a Contract;

13.3.2. the Customer engages in fraudulent, illegal or unauthorised use of the Services;

13.3.3. You is in breach of an applicable law, licence, permit, authorisation or directive of any competent authority relating to the use of the Services;

13.3.4. Graphics Online becomes aware or is advised by any regulatory authority that applicable or relevant laws, rules, regulations or authorities, or any decision of a court or government authority, prohibits the provision of the Service;

13.3.5. any application for a consent or permit required for the provision of the Service is rejected or is cancelled, lapses or is otherwise terminated and no further replacement, consent or permit can reasonably be obtained;

13.3.6. cancellation, termination or expiration of any head lease or licence governing the site from which the Services are provided, or where the equipment and or facilities are located;

13.3.7. if applicable, You materially exceed Your agreed credit limit in relation to the Contract; or

13.3.8. You is in material breach of any other Contract with Graphics Online.

Termination of extended term

13.4. If the parties are operating under any extension under clause 2.3 such extended term may be terminated by either party on thirty (30) days' written notice.

14. Obligations at end of agreement

Graphics Online rights on termination

14.1. Upon termination of any Contract, Graphics Online is entitled to do each of the following:

14.1.1. retain a pro rata portion of any money paid to it;

14.1.2. charge a reasonable amount in respect of Services which it has performed but not charged for;

14.1.3. enter Customer Premises on reasonable notice and take possession of and/or retrieve any facilities or equipment owned or supplied by Graphics Online that are in the possession, custody or control of You, and You must provide access to any Customer Premises for such purpose;

14.1.4. take any additional action it is legally entitled to take;

14.1.5. demand and receive from You immediate payment of any termination charge set out in a Service Order or Service Schedule.

Consequences of termination

14.2. Termination of any Contract will be without prejudice to any rights of either party that have accrued under this Contract prior to the date of termination.

14.3. Upon termination of any Contract for any reason:

14.3.1. You must immediately pay to Graphics Online any sums due to Graphics Online under such Contract;

14.3.2. Graphics Online will cease to provide the Services and Your right to acquire and use the Services will cease;

14.3.3. You must, at Your own expense and at the option of Graphics Online deliver each of the following to Graphics Online, or destroy them in accordance with any instructions given by Graphics Online:

14.3.3.1. any intellectual property of Graphics Online then in Your possession or control;
14.3.3.2. any Confidential Information of Graphics Online then in Your possession or control; such a right.

14.3.3.3. any Personal Information disclosed by Graphics Online to You.

14.3.4. Graphics Online must, at its own expense and at the option of You deliver party's failure to perform, or delay in performing, an each of the following to You, or destroy them in accordance with any instructions given by the following conditions is satisfied: Customer:

14.3.4.1. any intellectual property of You then in Graphics Online possession or control;

14.3.4.2. any Confidential Information of You then in Graphics Online possession or control;

14.3.4.3. any Personal Information disclosed by You to Graphics Online.

15. Suspension

15.1. Graphics Online will endeavour to give as much notice as reasonably practicable of any Service suspension and will use reasonable endeavours to minimise any Service disruption and/or suspension.

15.2. Subject to clause 15.1 Graphics Online may suspend part of all of the performance of the Services immediately where:

15.2.1. Graphics Online is required to undertake the repair, maintenance or service of any part of the facilities or equipment owned or operated by Graphics Online relevant to the provision of the Services (or an interconnected supplier is required to undertake such work on its network);

15.2.2. it is reasonably required to reduce or prevent fraud, illegality or interference within Graphics Online network;

15.2.3. Graphics Online is required to comply with an order, instruction or request of or by a government or regulatory authority, the ACMA, emergency services or other competent authority; or

15.2.4. Graphics Online has provided seven (7) days' notice and You have not rectified Your failure to pay any charges (except charges in respect of which of priority: there exists a valid dispute) due to Graphics Online pursuant to the Contract, and any suspension so occurring will be without prejudice to Graphics Online rights to terminate the supply of the Services for breach in accordance with clause 13.1 or 13.3.

16. Dispute resolution

Meeting to attempt to resolve disputes

16.1. If a dispute arises under this Agreement or any Contract, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. Nominated senior representatives of both parties writing and sent in one of the following ways: must meet within ten (10) business days of the notice and endeavour to resolve the dispute in good faith. If such meeting does not take place or if after ten (10) business days of the meeting the dispute remains unresolved, either party may pursue its rights at law.

Performance of obligations

16.2. During a dispute, each party must continue to perform its Change of address or fax number obligations under a Contract.

Interlocutory relief and right to terminate

16.3. Clauses 16.1 and 16.2 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this document where this document provides such a right.

17. Force Majeure

17.1. A party is not liable to the other for any loss or damage suffered or incurred by the other party arising from the first party's failure to perform, or delay in performing, an obligation (except an obligation to pay money) if each of the following conditions is satisfied:

17.1.1. the failure or delay arose from an event of Force Majeure;

17.1.2. the affected party took all reasonable precautions against that cause and used reasonable endeavours to mitigate its consequences. This does not require the party to settle a labour dispute if, in the party's opinion, that is not in its best interests;

17.1.3. the affected party gave the other party notice of the cause as soon as practicable after becoming aware of it.

17.2. If an event of Force Majeure continues for a period exceeding sixty (60) days either party is entitled to terminate the applicable Contract immediately by giving the other party written notice.

18. Application of Tariffs

18.1. Graphics Online may elect or be required by law to file with the appropriate regulatory agency tariffs regarding the delivery of certain Services. In the event and to the extent that such tariffs have been or are filed in relation to the Service ordered by Customer, then (to the extent such provisions are not inconsistent with the terms of a Contract) the terms set forth in the applicable tariff will govern Graphics Online delivery of, and Customer's consumption or use of, such Service.

19. Priority

19.1. In the event of any inconsistency between this Agreement, a Service Schedule, and a Service Order, than to the extent of such inconsistency the aforesaid document must be interpreted in accordance with the following order of priority:

19.1.1. the Service Order;

- 19.1.2. the Service Schedule;
- 19.1.3. this Agreement; then
- 19.1.4. any other documents or information incorporated by reference into this Agreement or any Contract.
- 19.1.5. In the event, and to the extent, of any inconsistency, the most recent Order for Service will prevail over any earlier Service Order.

20. Notices

Giving notices

20.1. Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement or any Contract is only given or made if it is in writing and sent in one of the following ways:

20.1.1. delivered or posted to that party at its address set out in a Service Order.

20.1.2. faxed to that party at its fax number set out in a Service Order.

20.1.3. emailed to that party at an email address set out in a Service Order.

Change of address or fax number

20.2. If a party gives the other party three (3) business days' notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted, faxed or emailed to the latest address, fax number or email address. Time notice is given 20.3. Any notice, consent, information, application or request is to be treated as given or made at the following time:

20.3.1. if it is delivered, when it is left at the relevant address.

20.3.2. if it is sent by post, two (2) business days after it is posted.

20.3.3. if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

20.3.4. if it is sent by email, as soon as the sender receives from the sender's email server a report of an error free transmission to the receiver's server. 20.4. If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

21. Miscellaneous

21.1. Except as may be expressly provided elsewhere in this Agreement, neither party may transfer, novate, assign or sub-license this Agreement or any Contract, or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed). For the avoidance of doubt, Graphics Online will not provide its consent in the event that You propose to transfer, novate, assign or sub-license the Contract in competition with Graphics Online business.

21.2. Notwithstanding clause 21.1, Graphics Online may sub-contract the performance of this Agreement or any Contract, in whole or in part, to any third party.

21.3. Except as otherwise set out in this Agreement or any Contract, each party must pay its own costs in relation to preparing, negotiating and executing this Agreement or any Contract and any document related to this Agreement or any Contract.

21.4. This Agreement together with any relevant Service Order and Service Schedule contains everything the parties have agreed in relation to the matters it deals with and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise will be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement or any Contract except as expressly stated in this Agreement or any Contract. 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 document was executed, except as permitted by law.

21.5. This Agreement is properly executed if each party executes either this Agreement or an identical document. In the latter case, this Agreement takes effect when the separately executed Agreements are exchanged between the parties.

21.6. Each Service Schedule and Service Order is properly executed if each party executed either the same document or an identical document. In the later case, the document takes effect when the separately executed documents are exchanged between the parties.

21.7. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

21.8. This Agreement and each Contract is governed by the law of Queensland. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

21.9. If a clause or part of a clause of this Agreement or any Contract 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 document, but the rest of this document is not affected.

21.10. Provisions of this Agreement or any Contract which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, will remain in full force and effect notwithstanding such expiry or termination.

21.11. No variation of this Agreement, any Contract, Service Schedule or Service Order will be of any force or effect unless it is in writing and signed by the parties to this Agreement or the Contract to which it relates. The parties must negotiate in good faith regarding any changes to the terms and conditions.

21.12. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement or any Contract, 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.

21.13. Graphics Online may sub-contract any of our obligations, or any part of our obligations, under this Agreement without Your consent.

21.14. The parties must pay their own legal and related costs incurred in preparation of this Agreement.

22. Definitions and interpretation

Definitions

22.1. In this document the following definitions apply unless the context requires otherwise:

22.1.1. Adverse Event in relation to a party means any of the following:

22.1.1.1. You fail to pay any sum payable under this Agreement by the due date for payment;

22.1.1.2. You breach any provision of this Agreement and the breach is not capable of remedy;

22.1.1.3. You breach any provision of this Agreement which is capable of remedy and fail to remedy the breach within 7 days of the date of a notice from Graphics Online demanding that the breach be remedied;

22.1.1.4. The party is liquidated or dissolved, or a step is taken to liquidate or dissolve it.

22.1.1.5. A liquidator, provisional liquidator, trustee, receiver or administrator of the party is appointed.

22.1.1.6. The party comes under an obligation to hand over to any third party any amount it has received from the other party, whether under this Agreement or not.

22.1.1.7. The party enters or proposes to enter into any form of agreement, composition, arrangement with, or assignment for the benefit of, any of its creditors without the consent of the other party.

22.1.1.8. A notice under section 601AB(3) of the Corporations Act 2001 (cth) is given in respect of the party.

22.1.1.9. The party is, or is reasonably assumed to be, subject to an event described in section 459C(2) of the Corporations Act 2001 (Cth), or is registered as being unable to pay its debts under section 585 of the Corporations Act 2001 (Cth).

22.1.1.10. The party ceasing, or indicating that it is about to cease, carrying on business.

22.1.1.11. Anything happening under any law or in any jurisdiction that is similar to, or has a similar effect to, any of the events listed above.

22.1.1.12. You have a Change in Control.

Business Day means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in Brisbane Queensland, excluding Saturdays, Sundays and Public Holidays.

Contract has the same meaning given in clause 1.3 of this Agreement.

Corporations Act means the Corporations Act 2001(Cth) and any regulations made under it.

CPI means the Consumer Price Index (All Groups) Brisbane published by the Australian Bureau of Statistics from time to time or the index officially substituted for it and if no such index is available, such published price index agreed by the parties acting reasonably.

Effective Date means the date of signing this Agreement.

End User means any person who acquires the Services (or part thereof) from You and uses those Services (with or without Your authorisation).

Force Majeure includes but not limited to, an act of God, strike, lockout, other industrial disturbance or labour difficulty, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation, or anything done or not done by or to a person, government or other competent authority, except the party relying on force majeure.

Graphics Online means our employees, agents, sub-contractors and others that are permitted to act upon our behalf.

Graphics Online Equipment means any equipment owned by Graphics Online and/or provided by Graphics Online to You for use in connection with the Services, other than equipment supplied by Graphics Online to You by outright sale.

Graphics Online Facility/Facilities means the location(s) used by Graphics Online for services.

Graphics Online Network means the telecommunications network used by Graphics Online.

Initial Period means in respect of a Service ordered pursuant to the terms of the relevant Service

Schedule the period commencing on the “Service Commencement Date” as set out in the applicable Service Schedule until the expiry of the “Initial Period” set out in that Wholesale Service Schedule.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Related Entity has the same meaning as under the Corporations Act.

Representative means any director, officer, employee or agent appointed by a party under clause 5.1.

Service Levels means the levels of service (if any) applicable to a Contract as set out in an annexure to the relevant Service Schedule.

Service Order means a document in the standard form approved by Graphics Online that sets out the details of You, the technical details of the Service and the commercial terms applicable to the supply of a Service. Also known as Order for Service.

Service Rebates means the service level rebates (if any) described in an annexure to the Service Schedule.

Service Schedule means the schedule(s) setting out the specific terms and conditions including Service Levels applicable to a category of Service

Services means the services to be provided by Graphics Online to You under this Agreement and as set out in a Contract.

Your Premises means any premises owned or occupied by You as further described in a relevant Service Order and/or Service Schedule or at which Graphics Online equipment or facilities are located.

22.2. Interpretation

22.3. In the interpretation of this Agreement and any Contract, the following provisions apply unless the context otherwise requires:

22.3.1. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

22.3.2. Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement.

22.3.3. References to Clauses and Schedules are to Clauses of and Schedules to this Agreement.

22.3.4. References to each party herein include references to its successors in title, permitted assigns and novatees.

22.3.5. The word “includes” is not a word of limitation.

22.3.6. A reference to a “day” or a “month” is a reference to a calendar day or to a calendar month, as applicable.