

SUPPORT RESORT FAX ORDER FORM

Thank you for your interest in placing an order with Support Resort. This form enables you to sign up by fax. If you would prefer to pay via PayPal then please sign up online via our website at <http://www.supportresort.com>.

To place your order please:

- Complete the details on pages 1-3;
- Initial each page in the place indicated;
- Please enter your business name (if you are a business) or your own name (if you are not a business) in the space indicated at the top of page 4 (where it says: "insert entity name");
- Sign the *Acceptance of Terms and Conditions* section on the last page;
- Take a photocopy of the front and back of the credit card you are using to make the payment, along with a photocopy of a valid Government photo identification card which includes your name, photo and current address;
- Fax all pages through to: +617-5559-1664.

If you have any questions please do not hesitate to contact us at sales@supportresort.com.

1. YOUR DETAILS

Title: Mr / Ms / Miss / Mrs / Dr / Other **Name:** _____

Company: _____

Address: _____

City: _____ **State:** _____ **Postal Code:** _____ **Country:** _____

Email: _____

Alternative Email: _____

IMPORTANT NOTE:

Please be sure to write your email address(es) clearly so that we can contact you. If you do not hear from us within 48 hours then it is likely that we have not been able to interpret your email address above, so please email us at sales@supportresort.com quoting two email addresses so that we can contact you.

2. PURCHASE DETAILS

<i>Service Description</i>	<i>Service Period</i>	<i>Qty</i>	<i>Setup Fee[†]</i>	<i>Monthly Fee[†]</i>	<i>Row Total</i>	
					<i>Setup</i>	<i>Monthly</i>
Web Designers	Part-time - Standard		\$129	\$399		
	Full-time - Standard		\$199	\$699		
	Part-time - Premium		\$129	\$499		
	Full-time – Premium		\$199	\$899		
	Full-time - Gold		\$199	\$1099		
PHP Programmers	Part-time - Standard		\$129	\$399		
	Full-time - Standard		\$199	\$699		
	Part-time - Premium		\$129	\$499		
	Full-time – Premium		\$199	\$899		
	Full-time - Gold		\$199	\$1099		
	Full-time – Zend Certified		\$199	\$1399		
.NET Programmers	Part-time - Standard		\$129	\$399		
	Full-time - Standard		\$199	\$699		
	Part-time - Premium		\$129	\$499		
	Full-time – Premium		\$199	\$899		
Java Programmers	Part-time - Standard		\$129	\$399		
	Full-time - Standard		\$199	\$699		
	Part-time - Premium		\$129	\$499		
	Full-time – Premium		\$199	\$899		
Certified System Administrators (Linux – RHCE)	Part-time - Standard		\$129	\$449		
	Full-time - Standard		\$199	\$799		
	Part-time - Premium		\$129	\$549		
	Full-time – Premium		\$199	\$999		
	Full-time - Gold		\$199	\$1199		
Certified System Administrators (Windows – MCSE/MCSA)	Part-time - Standard		\$129	\$449		
	Full-time - Standard		\$199	\$799		
	Part-time - Premium		\$129	\$549		
	Full-time – Premium		\$199	\$999		
	Full-time - Gold		\$199	\$1199		
Data Entry Clerks	Part-time – Standard		\$129	\$399		
	Full-time - Standard		\$199	\$699		
24/7 Web Host Technical Support	Dedicated (One 24/7 Seat)		\$199	\$3999		
24/7 Online Support	Dedicated (One 24/7 seat)		-	\$2899		

[†] Prices indicated are per plan (Quantity = 1) and are in US dollars.

^{††} Subject to us checking your calculation. Grand Total excludes GST for Australian customers. Australian customers will be charged 10% GST in addition to the Grand Total above.

TERMS AND CONDITIONS OF SERVICE

This is a legal agreement between you (_____ [insert entity name]) and Vanilla Networks. This Agreement replaces any prior written or oral agreement between the parties.

By making at least one payment to Vanilla Networks for our services, you agree to the following Terms and Conditions of Service. If you do not wish to be bound by the terms and conditions of the Agreement, you MUST NOT submit an order to, agree to or allow any service to be provided by, or otherwise make any purchase from, Vanilla Networks.

Definitions

"account" means all aspects of the Service provided to you under this Agreement.

"Agreement" means these Terms and Conditions of Service.

"Claim" means any action, claim, demand, cost, loss, damage, (whether special, indirect, consequential, general or any other damage), expense or other liability (including for death and injury, and the costs of defending or settling any Claim) whether arising in contract, negligence or any other tortious action.

"Confidential Information" means information or material:

- containing or being passwords;
- concerning either party's internal business practices and/or actual or potential customers;
- which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; or
- identified in writing by the disclosing party as confidential.

but does not include any information or material:

- which is or subsequently becomes available to the general public other than through a breach by the receiving party;
- which is already known to the receiving party before disclosure by the disclosing party;
- which is independently developed by the receiving party without use of or reference to the Confidential Information of the other; or
- which the receiving party rightfully receives from third parties without restriction as to use or disclosure.

"Direct Customer" means any person who pays you directly for your service (the service we are providing support for). Direct Customers include your resellers, but not the clients of your resellers.

"Force Majeure" means circumstances beyond the control of a party which includes (but is not limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer), acts of war (declared or undeclared) or terrorism.

"person" includes an individual, a body corporate, office, commission, authority, committee, tribunal, board, institute, organization or other body however described.

"Service" means the provision to you, by us, of labour-based and IT-enabled services, and all associated systems and software.

"Service Plan" means the service plan or package you have purchased from us, as advertised on our website.

"Vanilla Networks", "we", "our" and "us" means Vanilla Networks Pty Ltd trading as Support Resort (ABN 94 098 484 934), a company incorporated under the Corporations Act 2001.

"website" means any pages, material, content, software or systems made available through the SupportResort.com domain name, including all subdomains (such as "www.supportresort.com" and "hub.supportresort.com").

"you" and "your" means the entity that agrees with Vanilla Networks to use the Service. If you provide a business name on the order form, then that business is the entity which agrees with Vanilla Networks to use the service and the person(s) who complete the order form on behalf of that entity warrant(s) that he/she/they are duly authorised by the entity to enter into this legally binding agreement on behalf of the entity. If a business name was not provided on the order form, then the individual person(s) named on the order form

is/are bound by this agreement and the order form must only be submitted by the named person(s).

Order Details and Processing

You confirm that the details you have provided to us when placing your order(s) with us are true, complete and correct.

We reserve the right to decline your order at any time and for any reason. If your order is declined then we will refund any unused portion of any payment you have made to us for the declined order within seven days of declining the order.

Commencement of Work

We reserve the right to decide when to start the Service, subject to the following conditions.

The setup fee (if any) and first month's fee will be charged at the time you place your order.

After your initial payment has been made, we will endeavour to commence the Service within 48 hours. Please note that the 48 hours of 'lead-time' is usually required to prepare properly for commencing the Service, and is included in the period charged for.

This sub-section applies if you have already made your initial payment for your Service Plan either via PayPal or by providing us with your credit card details and us having levied the initial charge to your credit card.

If we are not able to commence the Service within 48 hours of you making your first payment for the Service Plan then we will notify you of that fact before the 48 hours expires. You will then have the choice of:

1. Cancelling your order and receiving a full refund;
2. Proceeding with the order, in which case we will issue a refund for all the days from the day you place your order up to and including the day before work commences.

If you choose option 2 above, then:

- You can cancel your order at any time prior to us commencing service; and
- The 14-day Money Back Guarantee applies to the 14-calendar-day period starting from the day your staff are assigned and on duty and ending 14 calendar days afterwards.

We can commence service in accordance with the above either with or without your explicit agreement to the start date and time.

Continuous Service

From the time we commence the Service, the Service will be provided on an ongoing basis until cancelled. Specifically, we are not able to suspend the Service at your request and then re-commence the Service later.

Plan Definitions

You acknowledge that certain limits to the scope of our service apply to all our Service Plans and you agree that we shall not under any circumstances be obliged to carry out work of any type that is not explicitly included in your Service Plan as advertised on our website.

Confidential Information

Each party will maintain all Confidential Information of the other party in strict confidence and will not at any time or for any reason disclose any Confidential Information of the other to any third party without the disclosing party's prior written consent.

Neither party will use any Confidential Information of the other for any purpose whatsoever except in performing its duties and exercising its rights under this Agreement.

Neither party will disclose any Confidential Information of the other to any of its agents or employees who do not participate directly in the performance of its duties or exercise of its rights under this Agreement, and each party will advise its employees who are permitted access to any Confidential Information of the other party, of the restrictions on disclosure and use set forth in this Agreement.

Notwithstanding the foregoing, either party may disclose the Confidential Information of the other if it believes in good faith that any applicable law, rule, or regulation requires the disclosure, provided that it makes a reasonable effort to give the disclosing party as much advanced notice as may be practicable.

On termination or expiration of this Agreement, each party will return or destroy all Confidential Information obtained from the other party and copies thereof.

Either party may use for any purpose without obligation to the other party's information (other than Confidential Information) in non-tangible form, which may be recalled by persons who have had access to the Confidential Information, and which results from work with the Confidential Information.

Nothing in this Clause will prohibit or restrict our right to provide the same or similar products or services furnished hereunder to other parties. You acknowledge and agree that the restrictions on Confidential Information contained in this Agreement shall not apply to the general knowledge, skills and experience gained by us or our employees while engaged by you.

Sufficient Information

Where relevant, you agree to provide us with sufficient detail about, and access to, your services, policies and systems to enable us to provide the Service to you and, if applicable, your customers.

Non Solicitation of Employees or Contractors

Except for the Service itself, You will not directly or indirectly, during this Agreement and for a period of two years after its expiry or termination solicit, engage, employ, contract or otherwise work in any manner with any person who is or was employed or engaged by us (including our subsidiaries). This obligation applies not only to you but also to each of your Directors and principals (where existent). In the event that You or one or more of Your Directors or principals breaches this section, then You agree to pay us a fee of US\$25,000 for each breach (that is, once for each employee) plus any legal costs incurred by us in recovering such fees from you.

You acknowledge that the two-year period mentioned above is no greater than is reasonably required to protect the goodwill in the business.

Password Security

You must keep confidential, all passwords created or used in relation to the Service.

You must not:

- make any password created or used in connection with the Service, available to the public or to any other third person;
- allow the public or any other third person to access your account, other than as agreed by us.

All passwords provided by you to us are kept confidential. Passwords are only provided to our employees on a need-to-know basis.

Superuser (Root) Access

You may, at your discretion, provide us with superuser (root) access to your server(s). Alternatively, you can provide us with access to a restricted set of superuser commands by using a tool such as sudo if you wish.

Use of Ticket System and Live Chat Software

If you sign up for a customer support plan (for example, the "Comprehensive 24/7 Support" plan), we will answer your customers' queries through your choice of:

- Your ticket system/software; or
- Your live chat software.

The following applies if you choose for us to answer your customers' queries through your ticket software:

- You must pay all costs associated with the purchase, upgrade and maintenance of your ticket system/software;
- All queries which you want us to answer on your behalf must be lodged in your ticket system and not through any other method;
- When a ticket is lodged in your ticket system, you need to send a notification to us via email (at an address we specify) to inform us that the ticket has been lodged. Most ticket software packages provide facilities for you to do this easily.

The following applies if you choose for us to answer your customers' queries through your live chat software:

- You must pay all costs associated with the purchase, upgrade and maintenance of your live chat software;
- You acknowledge that since our customer support technicians work from Linux desktops that they can only use live chat operator software which runs on Linux. If you have purchased the Dedicated Support option then, at your request, we may be able to arrange for your team to work on a Windows desktop but you would need to cover the cost of purchasing Windows and any other required software.

Support From Us Directly To You

If you require support directly from us, and if such support is covered by the Service Plan you have purchased from us, then your request(s) for support must be lodged via the method prescribed in the "Notice" section of this Agreement.

We will provide support to you as required, within reason, and at our discretion, subject to the limitations applying to your Service Plan as advertised on our site.

We will not provide you with training in server administration or other tasks.

No Third-Party Support

This section applies if your Service Plan requires us to provide support to your customers.

Unless we explicitly agree otherwise in writing, we will only provide support to your Direct Customers and not to customers of any other company/entity. For example, if you have multiple companies then you would need to purchase a separate Support Plan for each company.

We reserve the sole right to decide which customers are Direct Customers and which customers are not.

Time of Support

If you have purchased a Service Plan which covers 24 hours a day then each 24-hour support period will be deemed to start at midnight, Indian Standard Time (IST).

Staff Scheduling and Rotation

We endeavour to provide stable staffing but we reserve the right to assign and re-assign staff as we see fit. Changes of staff may occur with or without notice and you agree that we do not need to provide any compensation, refund or reimbursement of any kind if such staff changes adversely affect you.

We reserve the right to assign staff to shift times as we see fit.

You acknowledge that it is our company policy for all staff to rotate shifts once per month and that therefore the daily work period of each individual staff member will vary from month to month. Shift rotations occur around the same date of each month so the first shift rotation may occur at any time during your first month of service and then will generally occur at approximate one-month intervals after that.

Unless you are on a 24-hour/7-day Service Plan, your daily service period will vary from month to month.

Meal Breaks

All staff are entitled to:

- An average of up to 60 minutes of meal breaks per 8-hour shift;
- An average of up to 30 minutes of meal breaks per 4-hour shift.

Time spent on meal breaks in accordance with the above entitlements forms part of your paid support period and you will not be reimbursed or refunded in any way for time spent on meal breaks as per the above entitlements.

Number of Working Days

For "Standard" service plans, service is provided six days per week.

For "Premium" and "Gold" service plans, service is provided five days per week.

For 24/7 service plans, service is provided on a continuous basis.

Staff Absences

If your Service Plan requires us to provide 24-hour/7-day service (as specified in the Service Plan features as advertised on our website) then we will provide replacement staff to ensure ongoing coverage (with the exception of meal breaks for Dedicated Support service plans). In all other cases the following applies:

- Staff may be absent from work due to leave, sickness, public holidays and other extenuating circumstances;
- Replacement staff will not be provided on the day of the absence. Instead, the absence will be recorded so that it can be reimbursed to you at a later time. Such reimbursed days will be referred to as "Make-up Days";
- Once you have at least three Make-up Days owing to you, you can request that we work those days. We will then assign staff to work the Make-up Days for you, starting within 14 days of your request for the Make-up Days to be worked. All Make-up Days owing will be worked on consecutive days (excluding public holidays and the regular weekly off day of the staff involved) and no Make-up Days can be saved for later;
- Upon service cancellation, we will work all the Make-up Days owing to you immediately following the end of your regular paid-up period. If you ask us not to provide the Make-up Days at that time, then all Make-up Days will automatically be forfeited and will no longer be owed to you;
- We reserve the right to assign Make-up Day staff as we see fit;
- The staff assigned to work the Make-up Days will be of the same type (e.g. web designer) as the staff member who was absent.

Plans With Per-Server Billing

If you purchase a Per Server Plan from us the following applies:

- You will ensure that, at all times, the number of domains housed on your server is lower than or equal to the number of domains allowed per server under your Service Plan. If the number of domains on your server(s) exceeds the domain limit for your Service Plan, you will upgrade or cancel your Service Plan immediately and appropriately;
- At our request, you will provide us with sufficient and reasonable access to your supported servers within seven days to enable us to accurately count the number of domains you host on each server.

Supervision Level

We provide full supervision of staff assigned to work for you under our Outsourced Support plans (including Web Host Technical Support plans).

For all other Service Plans we provide basic supervision only, meaning that we will ensure that your assigned staff:

- Attend work punctually and stay for the required hours;
- Apply themselves effectively while at work;
- Take only the allowed duration of meal breaks;
- Comply with our administrative procedures;
- And so on.

Please note in particular that we do not provide project management services and so you will need to monitor the work undertaken by your assigned staff.

It is your responsibility to make good use of staff time by assigning sufficient, clearly-defined, appropriate work - charges still apply for time that your assigned staff are sitting idle.

Phone and Voice Support

Phone and/or voice support is not provided.

No significantly selective support

This section applies if your Service Plan requires us to provide support to your customers.

The queries you require us to answer on your behalf must be generally representative of your entire query base. In particular, the queries you direct to us must not contain an unusually high proportion of your hardest or most time-consuming queries, or your most challenging customers.

Virus Scanning

We scan incoming and outgoing messages for viruses. However we do not guarantee that every message will be scanned, or that every virus will be detected and removed. Additionally, we reserve the right to remove attachments from incoming and outgoing email messages. Messages we answer on your behalf through your ticket system are not scanned for viruses unless your ticket system includes virus scanning facilities.

Our virus scanning facilities provide a high level of protection against viruses but you acknowledge and agree that you are solely responsible for protecting your and your customers' property and email accounts from virus threats.

Backups

You are responsible for backing up your servers and data.

You are responsible for backing up and storing any works we undertake for you, including but not limited to website designs and computer programs. You acknowledge that we do not have any obligation to keep a copy of work we undertake for you.

Ownership of Work Produced

This section applies to any computer program(s), computer code, website design(s) or graphic design(s) we produce for you in relation to your Service Plan if and only if the Service has been paid for in full. Such works are your property subject to the following restrictions:

- Licensing restrictions apply to most images used in website and graphic design work. You must not re-use the images for any other purpose and must not redistribute the images in any way, shape, or form, nor use the images in website templates for multiple re-sale, unless you have our express written permission to do so. Such permission can only be obtained by contacting us through our contact form in the Hub (<https://hub.supportresort.com>) and cannot be given by your assigned staff;
- Some common, generic computer program functions and subprocedures may be re-used in projects that we undertake for other clients. Examples of generic functions include functions written to trim whitespace from a text string or to validate an email address. You agree that we have the right to re-use generic code in this way, free of cost.

Hardware and Software

You are responsible for all costs associated with the hardware and software you use to provide your products and services, including but not limited to your: server hardware and software; website; ticket system/software; network; billing software; email services; and backup systems.

We will not authorize any charges by third parties on your behalf for hardware and/or software purchases, or related products and/or services.

Short Message Service (SMS) Facilities

If you decide to use our Short Message Service (SMS) facilities in conjunction with our "Server Monitor" service then you acknowledge and agree that:

- Each SMS message sent will cost you one "SMS credit";
- SMS credits are allocated each month based on the package(s) you have purchased from us, and will expire at the end of each month of Service;
- We have the sole right to determine how many SMS credits you have consumed, and to determine how many SMS credits remain available to you;
- SMS messages will not be delivered to you if you do not have sufficient SMS credits available;
- Our systems will determine whether our over-the-air transmission of each SMS is successful. If we determine that the message was sent successfully over-the-air then an SMS credit will be deducted from your account;
- We are not responsible for any Claim which arises from any damage or inconvenience to you or any other party as a result

- of any SMS message failing to reach its destination (usually your phone);
- While we strive to maximize the reliability of our SMS service and provide these services in good faith, we rely on third-party providers for message delivery and therefore make no guarantee about the reliability or performance of our SMS services;
 - We have a comprehensive worldwide SMS coverage area but make no guarantee that any particular network will be able to receive messages from our service.

Server Monitor

Our Server Monitor service is provided in good faith but we do not guarantee that Server Monitor will definitely detect any specific downtime experienced by your site or server. Furthermore, if you use the SMS notification facility with Server Monitor, we cannot guarantee that any particular SMS will reach you. You acknowledge that Server Monitor may also send false positive alerts.

Even if our staff assist with configuring Server Monitor for you, you are solely responsible for ensuring that your Server Monitor checkpoint and notification settings are error-free and appropriate for your needs.

Server Outages

You agree and acknowledge that, if any server which we are providing support for experiences an outage, responsibility for minimizing the length of the outage rests with you, whether or not you are aware of the outage. Our staff may assist in that process (if such assistance is within the scope of the service we are providing to you) but you agree that we will not be liable for any outage period in whole or in part. You further agree that you will take reasonable steps to ensure that you are notified promptly of any outages via your own monitoring system (in addition to Server Monitor) or a third-party monitoring system. We recommend that you always contact your assigned technicians when an outage occurs.

Acceptable Content

We will not perform any task that will or is likely to require any employee(s) of ours to view or work with content which is sexually explicit, hateful, obscene, offensive, illegal, threatening, racist or contains depictions of nudity.

Notice

You agree to correspond with us via "The Hub" (<https://hub.supportresort.com>) or by sending email messages to any email address we specify for that purpose. If we need to contact you for any reason we will do so via email, instant messenger or SMS only. You acknowledge that due to the unreliable nature of the SMS protocol any messages we send to you via SMS will not necessarily reach you.

You agree to notify us promptly of any changes to your email address or other contact details.

Money back guarantee

If you cancel the Service within 14 days of the start of this Agreement, and request a refund within 7 days of cancellation, we will refund any unused portion of the payment made by you for the cancelled services within 7 days of your refund request, as long as you have not previously claimed a refund under this clause. That is, we will issue a maximum of one refund per customer.

Other than as described in the previous paragraph, all payments are non-refundable. If however we decide that exceptional circumstances apply then we will provide a refund, or partial refund, at our discretion. Refunds will not be issued for days on which staff were assigned and on duty for you.

Billing Cycle and Payments

Service is provided on a calendar month basis and a payment for one month covers service provided during a period of one calendar month.

For monthly service plans, our billing cycle is monthly in advance. Your initial payment is due at the time you open your account.

All prices advertised on our website are in US dollars.

Payments via PayPal

This subsection applies if you have selected to pay your fees via PayPal. Fees must be paid in US dollars via PayPal (<http://www.paypal.com>) using PayPal's subscription payment option. That is, you need to authorize PayPal to charge your credit card (or PayPal account) automatically each month on or shortly after the monthly anniversary of your joining date. You agree to become a Verified account holder with PayPal within 30 days of the start of this Agreement, so that we can be confident in the validity of your credit card details. If PayPal are unable to charge you successfully in any month then they will notify you via email, at the address they have on record for you, that their attempt to charge you has failed. After three failures they will automatically cancel your subscription. It is solely your responsibility to update the email address which PayPal have on record for you (in relation to your PayPal subscription) if required. A current PayPal subscription for our Service is required and so if your PayPal subscription is cancelled at any time, we will cease to provide the Service until a new PayPal subscription is in place.

Credit Card Payments Which Are Not Via PayPal

This subsection applies if you have elected to provide us with your credit card details so that we can charge your credit card directly. Prices are quoted in United States dollars but are charged in Australian dollars by converting the United States dollar amount to Australian dollars using the exchange rate quoted on <http://www.oanda.com> on the day of the charge. We will charge your credit card automatically each month on or shortly after the monthly anniversary of your joining date. If we are unable to charge you successfully in any month then we will notify you via email, at the email address we have on record for you, that our attempt to charge you has failed. After three failures we will automatically cancel the Service and, if your credit card is valid, we will continue to attempt to charge any overdue fees to your credit card until the charge is successful. You agree to update us within seven (7) days of any changes to your credit card details.

Overdue Payments

If your payment is overdue we will discontinue the Service until payment of all applicable fees is made via one of our supported payment methods.

Allocation of Payments

For each payment you make, we have the sole right to decide which due amount(s) to apply the payment to.

Prices

Prices are subject to change without notice. Any change in monthly fees will apply to your next service period, but will not be payable for your current service period.

Goods and Services Tax (GST)

This section only applies to Australian customers.

Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.

The following items do not include goods and services tax (GST):

- the fees payable by you for the Service; or
- any other Taxable Supply made or provided by us to you, whether or not in accordance with this Agreement.

If applicable, in addition to the amounts payable in respect of any one or more of the amounts above, you must pay, to us, GST on those amounts, as indicated in a Tax Invoice.

We will provide a Tax Invoice for each payment for you to view and print via our customer centre at <https://hub.supportresort.com>.

GST is payable to us by you at the same time as you pay the amounts referred to above to us.

If you fail to remit GST to us as otherwise required by this Agreement, you will indemnify us for any Claim in relation to the GST that you failed to remit.

Cancellation of Service

You may cancel the Agreement at any time by providing us with written authorisation to cease the Service. You acknowledge that our regular fees will continue to apply until you explicitly and unambiguously cancel service and advise us of the date of cancellation (which must be at least one day after the day you explicitly and unambiguously cancel service).

Since all fees are payable in advance, in order to avoid charges for a subsequent billing cycle, you need to cancel the Service prior to the end of the current billing cycle. We recommend that you cancel your PayPal subscription (if relevant) prior to your next billing

date, and also advise us of your intentions in writing prior to the end of your current billing cycle so that we know to cease providing the service, and then no further charges will be payable.

We reserve the right to refuse or cancel the Service for any reason, and at our sole discretion.

No service will be provided after your Service Plan has been cancelled, including but not limited to bug fixes, website maintenance and data/file retrieval.

Right to Outsource

At our sole discretion, we may outsource the Service or the performance of any work, or part thereof, relating to the Services to any of our subsidiary companies.

If we outsource any part of the Services or the performance of any part of the work comprising the Services, the terms and conditions of this Agreement will apply mutatis mutandis to the subsidiary company to whom the work or Services have been outsourced. For clarity, this Agreement between you and us will continue on foot and we will hold the rights and obligations of this Agreement on trust for our subsidiary company.

Modifications to Service

We reserve the right to modify or discontinue the Service (or any part thereof) as we see fit, with or without notice. We will not be liable to you or any other party for such modifications to the Service.

We reserve the right to update these Terms and Conditions from time to time. Any updates to these Terms and Conditions will apply to the Service from the time that this Agreement is updated on our website and an email is sent to the email address we have on record for you to advise you that our Terms and Conditions of Service have been modified (whether or not that message is properly received and read by you).

Intellectual Property

You agree to indemnify, hold harmless and defend at your own expense us from and against any and all Claims for infringement of copyright, patents, trade marks, industrial designs or other intellectual property rights issued under the laws of any country where:

- the copyright, patents, trade marks, industrial designs or other intellectual property were provided by you; or
- you represented, expressly or impliedly, that the copyright, patents, trade marks, industrial designs or other intellectual property were your intellectual property; or
- you had asked us to download or otherwise copy or access or use the copyright, patents, trade marks, industrial designs or other intellectual property.

You further agree not to provide us with any item nor ask us to download/access/copy/use any item, including but not limited to images, software, computer code and written material, unless you have the legal right to use those items for the purpose our work relates to.

We undertake to give you prompt notice of any Claim described above that is made against us or any of our subsidiaries, dealers or customers and you will forthwith defend any such Claims and make settlements thereof at your own expense.

You acknowledge that any and all of the copyright, patents, trade marks, industrial designs or other intellectual property rights used or subsisting in or in connection with our business, marketing and/or support material relating to our business and all documentation and manuals relating thereto are and will remain our property and you will not, during or at any time after the expiry or termination of this Agreement, in any way question or dispute the ownership by us thereof.

You will not, during or after the expiry or termination of this Agreement, without the prior written consent of us, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by us.

Severability

If any part of this Agreement is deemed to be unenforceable or otherwise invalid then that will not affect the validity nor enforceability of any other parts of this agreement.

Jurisdiction

This agreement shall be interpreted under the laws of Queensland, Australia, and both parties agree that any legal action or proceedings relating to this agreement shall be settled in the courts and/or tribunals in Queensland, Australia.

Force Majeure

Neither party will be liable to the other party in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure.

Waiver

Failure or neglect by us to enforce, at any time, any of the provisions of this Agreement will not be construed or deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part of this Agreement or prejudice our rights to take subsequent action.

Headings

The headings of the terms and conditions contained in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

Assignment

You may not assign, attempt to assign nor otherwise transfer any right or obligation arising out of this Agreement without our written consent.

Limitation of Liability

WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR THE USE THEREOF (INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR CORRUPTION OF DATA, SERVICE INTERRUPTIONS OR ERRORS, INACCURATE ADVICE PROVIDED TO YOUR CLIENTS, OR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS), EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

THE AGGREGATE LIABILITY OF US FOR ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED BY US UNDER THIS AGREEMENT WILL, IN ANY EVENT, BE ABSOLUTELY LIMITED TO THE AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT FOR THE APPLICABLE PRODUCTS AND/OR SERVICES.

YOU ACKNOWLEDGE THAT WE HAVE SET OUR PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION OF LIABILITY SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF ANY LIMITATION OF REMEDIES IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN WILL LIMIT YOUR LIABILITY FOR ITS OWN WILFUL OR WANTON CONDUCT.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED HEREIN, WHERE ANY ACT OF THE AUSTRALIAN PARLIAMENT IMPLIES ANY TERM INTO THIS AGREEMENT, AND THAT ACT AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING OR MODIFYING SUCH TERM, THAT TERM WILL BE DEEMED TO BE INCLUDED IN THIS AGREEMENT, BUT OUR LIABILITY FOR BREACH OF THAT TERM WILL BE LIMITED IN ONE OR MORE OF THE WAYS (AT OUR OPTION) PERMITTED BY SECTION 68A(1) OF THE TRADE PRACTICES ACT 1974 (CTH).

Disclaimer

We make no statement, warranty, representation or promise not expressly set out in the Agreement, or required by law. We expressly disclaim all warranties, representations or promises in relation to the Service.

Acceptance of Terms and Conditions

On behalf of _____ (insert entity name), I hereby agree to the above Terms and Conditions of Service. I am authorized to enter into this agreement on behalf of the above-named entity.

Signature: _____ Date: _____

Print name: _____

For companies, please sign above and also affix company seal in the space below and initial at the bottom of this page where indicated.