

A1 Web Works Designs INTERNET WEB HOSTING AGREEMENT

1 TERMS AND CONDITIONS

- 1.1 A1 Web Works Designs is an Web Site Development service that provides website hosting services and website marketing services.
1.2 This Agreement sets out the terms and conditions on which A1 Web Works Designs offers website services to Customer.

2 THE SERVICES

- 2.1 The Customer may request any of the Services offered on the webworksdesigns.com.au web site if desired, additional Optional Services can be requested.
2.2 The Services and any Optional Services can be requested in writing by email, fax or mail.

3 BASE HOSTING PACKAGE

- 3.1 A number of Base Hosting Packages are available.
3.2 The details of what is included in each Base Hosting Package is set out on the Price List.
3.3 Each Base Hosting Package comprises the following features:
- storage space on server to allow Customer to store Customer's website;
 - the transfer of data from server to Internet users via a Internet connection;
 - Internet email mailboxes so that Customer can send and receive Internet email;
 - CGI capabilities;
 - database access;
 - if required, a link from A1 Web Works Designs own website to Customer's website;
 - provision of usage statistics; and
 - help desk services.
- 3.4 A1 Web Works Designs may add features to a Base Hosting Package without prior notice to Customer.
3.5 A1 Web Works Designs may remove features of a Base Hosting Package used by Customer only upon prior notice to Customer.
3.6 A1 Web Works Designs will host Customer's website, and if required by Customer, make it generally available to Internet users.
3.7 A1 Web Works Designs has added the facility of creating and designing websites for customers upon request.
3.8 A1 Web Works Designs may provide software or automated services to assist Customer develop Customer's website. Customer is responsible for the creation of Customer's website in all circumstances, including when using such software or automated services.
3.9 Customer can change and update Customer's website using FTP access and other methods made available by A1 Web Works Designs from time to time.

4 OPTIONAL SERVICES

- 4.1 From time to time, A1 Web Works Designs will provide Optional Services.
4.2 Customer may accept one or more of the Optional Services offered by A1 Web Works Designs.
4.3 The details of what is included in an Optional Service will be set out on the Price List for the Optional Service when these become available.
4.4 Use of an Optional Service is subject to the terms of this Agreement and the Terms of Use for the Optional Service.
4.5 A1 Web Works Designs may add Optional Services and features to Optional Services without prior notice to Customer.
4.6 In respect of Optional Services selected by Customer, A1 Web Works Designs may remove Optional Services and features of Optional Services only upon prior notice to Customer.
4.7 Customer must have a Base Hosting Package as a precondition to obtaining Optional Services.

5 FEES AND CHARGES

- 5.1 Different fees are charged for commercial enterprises and non-profit/community organisations. Customer warrants that the category of user selected by Customer on the Agreement Details form correctly describes Customer.
5.2 Customer must pay A1 Web Works Designs the fees and usage charges set out on the current Price List for the A1 Web Works Designs services selected by Customer.
5.3 A1 Web Works Designs will not refund any establishment fees or "pay in advance" fees if Customer:
Terminates this Agreement; or
Does not use any services paid for by Customer.
5.4 Certain fees and charges are payable by Customer to A1 Web Works Designs in arrears. These fees and charges are set out in the Price List and include charges for maintenance requested by Customer, specialist support, and usage greater than that covered by the Base Hosting Package selected by Customer.
5.5 The amount of all fees and charges are determined according to A1 Web Works Designs current Price List.
5.6 A1 Web Works Designs may vary its Price List at any time in accordance with clause 16 of this Agreement.

6 BILLING

- 6.1 A1 Web Works Designs will issue invoices for all fees and charges that are payable in arrears.
6.2 Customer must pay A1 Web Works Designs all invoiced amounts within 30 days of the date of the invoice.
6.3 If Customer disputes an invoiced amount, Customer must notify A1 Web Works Designs in writing within 14 days of the date of the invoice. The undisputed amount of the invoice must be paid on time.
6.4 A1 Web Works Designs may charge Customer an administration fee of \$20 if a cheque presented by Customer is not honoured or if an electronic or credit card payment made by the Customer is reversed.
6.5 If an amount remains unpaid after the due date, Customer may be required to pay interest on that amount until it is paid in full. The rate of interest will be 12%. Customer will be required to pay any costs involved in collection of unpaid amounts.

7 TERM AND TERMINATION

- 7.1 This Agreement continues in force until terminated by either party.
7.2 Customer may terminate this Agreement by providing two weeks written notice to A1 Web Works Designs.
7.3 A1 Web Works Designs may terminate this Agreement:
by providing four weeks written notice to Customer; immediately and without notice, if Customer breaches this

Agreement; or if required by law or court order.

7.4 This Agreement automatically terminates if Customer provides notice to A1 Web Works Designs in accordance with clause 16.2.

7.5 Upon termination of this Agreement, Customer will be provided with an invoice in relation to services used prior to termination. This invoice must be paid within 14 days. All prior invoices immediately become due and payable upon termination of this Agreement.

7.6 Upon termination of this Agreement,

A1 Web Works Designs may delete the Customer's website from Provided Hosting computer system or prevent access to Customer's website.

8 SUPERVISOR

8.1 Customer must appoint one Supervisor.

8.2 In relation to Customer's service, A1 Web Works Designs will only accept instructions from the Supervisor.

8.3 Customer may change its Supervisor at any time by written notice from the existing Supervisor to A1 Web Works Designs.

9 REGISTERED USERS

9.1 Customer may nominate one or more Registered Users to access and change Customer's website and access Customer's email service.

9.2 Each Registered User must be a natural person.

9.3 Each Registered User must be associated with Customer, for example, as a principal, owner, employee or contractor of Customer.

9.4 Each Registered User of Customer will have:

a User ID and initial password;

and if e-mail is provided by A1 Web Works Designs as part of the service requested by Customer, an e-mail address and mailbox.

9.5 Customer and each Registered User are responsible for maintaining the secrecy of their passwords.

9.6 All access to and use of any A1 Web Works Designs service under a User ID and password will be assumed to be access and use by the Registered User to whom the User ID has been allocated.

9.7 Customer and its Registered Users must not

permit another person to access a A1 Web Works Designs service using a User ID allocated to a Registered User of Customer.

9.8 Customer is responsible for all usage fees, and use and misuse of a A1 Web Works Designs service, by any person using a User ID allocated to a Registered User of Customer.

10 USE OF A1 WEB WORKS DESIGNS SERVICES

10.1 Customer and each Registered User must

use A1 Web Works Designs services in a responsible, cooperative and professional manner.

10.2 Customer is responsible for the content contained on Customer's website. A1 Web Works Designs does not exercise editorial control over the Customer's website.

10.3 Customer is responsible for obtaining and maintaining the equipment and telephone services necessary to access and use the any A1 Web Works Designs service and for any telephone charges associated with connecting to any A1 Web Works Designs service.

10.4 Customer cannot resell, on-sell or on provide A1 Web Works Designs services to third parties.

For example, Customer may not "sub-host" another's website as part of Customer's website or using A1 Web Works Designs services.

10.5 The following are Prohibited Acts:

Using a A1 Web Works Designs service for any illegal purpose;

Tampering with, hindering the operation of or making unauthorised modifications to a A1 Web Works Designs service (other than Customer's own website in the normal use and operation of the website);

Deleting another's data from a A1 Web Works Designs service without permission;

Knowingly transmitting a computer virus, worm or disabling feature to A1 Web Works Designs, to another A1 Web Works Designs customer or via a A1 Web Works Designs service;

Using a A1 Web Works Designs service to access another's computer system without permission;

Using a A1 Web Works Designs service to publish, transmit or store any communication or data that is defamatory, obscene, sexually explicit, abusive or violates any federal, state or local law or regulation;

Using a A1 Web Works Designs service to engage in misleading or deceptive marketing practices;

Use a A1 Web Works Designs service to conduct or promote a business that is illegal;

Using a A1 Web Works Designs service to copy, store, distribute or transmit any work in violation of another's copyright, trade mark or moral rights;

Using a A1 Web Works Designs service to host a website for a third party;

Using a A1 Web Works Designs service to spam another or to send bulk email;

Using another's User ID or password to access a A1 Web Works Designs service without permission; and while using a A1 Web Works Designs service, impersonating another person or entity

10.6 An attempt to do a Prohibited Act is a Prohibited Act.

10.7 Knowingly permitting another to do a Prohibited Act is a Prohibited Act.

10.8 Customer must not do any Prohibited Acts.

10.9 Customer must instruct all Customer's Registered Users not to do any Prohibited Acts. Customer is responsible if any of Customer's Registered Users (or any person using the User ID allocated to a Registered User of Customer) does any Prohibited Act.

10.10 Customer and each Registered User agree to notify A1 Web Works Designs if Customer or the Registered User become aware that another person has obtain unauthorised access to a Registered User's password, or if there is a threat to the security or proper operation of a A1 Web Works Designs service.

11 SUSPENSION AND CANCELLATION OF SERVICE

11.1 Customer may cancel a Base Hosting Package or Optional Service by notifying A1 Web Works Designs in writing.

11.2 Without limiting A1 Web Works Designs right to terminate under clause 7.3, A1 Web Works Designs may suspend or cancel a A1 Web Works Designs service, delete the Customer's website from web hosting supplied by A1 Web Works Designs, or prevent access to Customer's website, if:

There is an emergency;

Customer does not pay an invoice on time;

Customer becomes bankrupt, insolvent or has a receiver, manager or liquidator appointed;

Customer's or a Registered User's use of a A1 Web Works Designs service interferes with the proper operation of

A1 Web Works Designs;

Customer breaches this Agreement;

A1 Web Works Designs believes (whether this belief is reasonable or not) Customer or a Registered User of

Customer have performed or are attempting to perform a Prohibited Act;

A1 Web Works Designs believes (whether this belief is reasonable or not) that Customer's website infringes or may infringe another's intellectual property rights, is defamatory, or may involve A1 Web Works Designs in a legal dispute;

Customer brings legal action against A1 Web Works Designs;

Customer's level of use of a A1 Web Works Designs service is significantly greater than normal; or required to do so by law or a court order.

11.3 If the Base Hosting Package is cancelled or suspended pursuant to clause 11.2, then all Customer's Optional Services will be cancelled or suspended.

11.4 A1 Web Works Designs may temporarily suspend a A1 Web Works Designs service if necessary to allow A1 Web Works Designs to perform maintenance of A1 Web Works Designs hardware or software. In doing so, A1 Web Works Designs will attempt to give Customer prior notice of the suspension and will attempt to minimise inconvenience to Customer.

12 OWNERSHIP

12.1 A1 Web Works Designs and its respective suppliers retain ownership of all software and data provided by A1 Web Works Designs to Customer, including all intellectual property rights therein.

12.2 A1 Web Works Designs has no ownership rights in Customer's website.

12.3 Customer warrants that Customer's website does not and will not infringe the intellectual property rights of any other person.

12.4 Without limiting clause 15.1, Customer indemnifies, will defend and hold A1 Web Works Designs harmless from any claim, action, loss, damage, expense, or cost (including all legal costs and fees) arising out of or resulting from any claimed or actual intellectual property infringement by Customer or relating to Customer's website.

13 ADDRESSES AND DOMAIN NAMES

13.1 Each A1 Web Works Designs e-mail address or A1 Web Works Designs web address (sub-domain) allocated by A1 Web Works Designs to a Customer or selected by Customer remains the property of A1 Web Works Designs. Customer obtains no ownership rights or goodwill in any such address.

13.2 A1 Web Works Designs may require a Customer to change a A1 Web Works Designs e-mail or web address selected by a Customer.

13.3 Subject to technical limitations, use of a A1 Web Works Designs e-mail address may be transferred to another Customer upon consent of the Customer associated with the e-mail address.

14 LIMITATION OF LIABILITY

14.1 This clause limits A1 Web Works Designs liability in relation to this Agreement. Please read it carefully.

14.2 To the maximum extent permitted by law, in relation to a service provided under this Agreement to Customer, A1 Web Works Designs liability to Customer is limited to:

At A1 Web Works Designs option, resupplying the service; or

At A1 Web Works Designs option, paying for the resupply of the service.

14.3 To the maximum extent permitted by law, A1 Web Works Designs is not liable to Customer or any Registered User:

for anything A1 Web Works Designs does or fails to do in relation to this Agreement; and for any loss or damage, whether direct or indirect or consequential, including time, money, good will, lost profits, damage to or loss of data, or damage to hardware or software, which may arise from the use, operation, maintenance or failed use of a A1 Web Works Designs service or which may arise from delays, defects, errors, omissions or interruptions in a A1 Web Works Designs service.

14.4 A1 Web Works Designs does not warrant the quality, accuracy or fitness for any particular purpose of a A1 Web Works Designs service.

14.5 Due to technology, A1 Web Works Designs does not warrant that the Customer's website will be accessible at all times or that any A1 Web Works Designs service will be uninterrupted or error free.

14.6 Customer is responsible obtaining, installing and operating the hardware and software to use and access A1 Web Works Designs services.

14.7 Customer is responsible for the creation and modification of Customer's website.

14.8 Customer is responsible for all approvals, consents and permissions necessary in relation to Customer's website.

14.9 Customer acknowledges that the A1 Web Works Designs services are provided in part using third party services and products. If A1 Web Works Designs use of such third party services or products is restricted or interrupted, then this may effect the provision of the A1 Web Works Designs services to the Customer. A1 Web Works Designs is not liable to Customer if this occurs.

14.10 A1 Web Works Designs does not own or control the Internet and is not responsible for Internet problems, faults or delays.

15 INDEMNIFICATION

15.1 Customer indemnifies, will defend and hold A1 Web Works Designs harmless from any claim, action, loss, damage, expense, or cost (including all legal costs and fees) arising out of or resulting from:

Any action of, representation made by or conduct of Customer;

The storage, transmission, display, operation, failed operation or publication of Customer's website, including the content any information provided on the Customer's website;

Any breach of this Agreement by Customer;

Any Prohibited Acts of Customer or Customer's Registered Users; or

Access to or use of a A1 Web Works Designs service by Customer or Customer's Registered Users.

16 VARIATION

16.1 The current version of this Agreement, the Terms of Use for each Optional Service and associated Price Lists are available on-line at <http://www.webworksdesigns.com.au/terms/WebHostingTerms.pdf>

16.2 A1 Web Works Designs may vary the terms of this Agreement by written notice to Customer. If Customer objects to the change in terms, Customer must notify A1 Web Works Designs in writing within 7 days and cease using all services provided under this Agreement.

16.3 If A1 Web Works Designs changes the details or pricing for a Base Hosting Service or Optional Service not used by Customer or if the change will not effect Customer, A1 Web Works Designs need not notify Customer.

17 NOTICES

17.1 Written notice may be given by A1 Web Works Designs to Customer by:

Mail to the Customer address;

By email to the Customer email address;

By fax to the Customer fax number.

17.2 Customer may change Customer's address, email or fax details by providing written notice to A1 Web Works Designs.

17.3 Written notice may be given by Customer to A1 Web Works Designs only by e-mail to the following e-mail address:

info@webworksdesigns.com.au

18 TAXES AND GST

18.1 Customer must pay any GST payable on the supply of A1 Web Works Designs services when required by A1 Web Works Designs.

18.2 Customer must pay to A1 Web Works Designs any additional amount which A1 Web Works Designs determines represents any GST payable by A1 Web Works Designs for which A1 Web Works Designs is not entitled to an input tax credit.

18.3 "GST" means any goods and services tax or any similar tax which may be imposed in Australia and have application to the supply of A1 Web Works Designs services. If payable, it will be calculated by multiplying the amount payable for this supply by the prevailing GST rate.

19 MISCELLANEOUS

19.1 A1 Web Works Designs is not liable for any failure to comply with this Agreement if that failure is caused by an act beyond A1 Web Works Designs reasonable control.

19.2 Customer may not transfer this Agreement or any service provided under this Agreement without A1 Web Works Designs prior written consent. A1 Web Works Designs may assign this Agreement to a third party without Customer's consent.

19.3 Cancellation or suspension of the Base Hosting Package or any Optional Services does not effect the provisions of this Agreement regarding limitation of liability and indemnity.

19.4 Customer may not set-off any claim against amounts payable to A1 Web Works Designs.

19.5 A1 Web Works Designs may, but is under no obligation to, monitor Customer's website (including non-public sections) to ensure compliance with this Agreement and for any other reason considered appropriate by A1 Web Works Designs.

19.6 Customer expressly permits and authorises

A1 Web Works Designs to furnish to Customer, electronically or by any other means selected by A1 Web Works Designs, information prepared by A1 Web Works Designs or by (or on behalf of) other entities, including advertising information and solicitations.

19.7 No terms are implied into this Agreement. The only warranties and representations made by A1 Web Works Designs are those set out in this Agreement.

19.8 A1 Web Works Designs is willing to enter into this Agreement only if Customer accepts all the terms of this Agreement.

19.9 If there is an express inconsistency between this document and a Schedule or Price List, then the Schedule or Price List will prevail.

20 DEFINITIONS

20.1 Some of the terms used in this Agreement are defined in the Agreement Details form at the front of this Agreement. The following additional terms are defined:

“Agreement” includes the Schedules, Terms of Use for Optional Services and Price Lists.

“Customer’s website” is the website hosted by A1 Web Works Designs pursuant to this Agreement, and includes all data and programs stored by the Customer on A1 Web Works Designs computer system.

“A1 Web Works Designs service” is a service provided by A1 Web Works Designs to Customer in accordance with This Agreement.

“Price List” is the current price lists published by A1 Web Works Designs on its website for the services provided to Customer by A1 Web Works Designs.

“Registered User” is a person nominated in accordance with clause 9.1.

All Prices listed are inclusive of GST