

Web Effect Terms and Conditions

Version 2: March 2007

WEB EFFECT

WEB Effect Int. Pty Limited (“Web Effect”) is a wholly owned subsidiary company of HubOnline Global Pty Limited, and part of the REA Group.

NEW TERMS AND CONDITIONS FROM 1 JULY 2006

These terms and conditions take effect from 1 July 2006, and will apply to all existing or new customers acquiring services from Web Effect from 1 July 2006. Please note that if you were previously acquiring Web Design or associated services from realestate.com.au Pty Ltd (trading as realestate.com.au, and also part of the REA group), from 1 July 2006 those services will be supplied and billed to you by Web Effect. If you have any queries about this please don't hesitate to contact us at support@hubonline.com.au.

A. WEB EFFECT GENERAL TERMS AND CONDITIONS

- **1.1** The Web Effect Terms and Conditions set out our standard customer terms for all products and services provided by Web Effect (“Web Effect Products”). Our Web Effect Terms and Conditions are divided into 2 sections:
 - **1.1.1** Web Effect General Terms and Conditions - these apply to all Web Effect products and services; and
 - **1.1.2** Web Effect Product Terms and Conditions - these apply to specific Web Effect Products.
- **1.2** Your Order Form, the Web Effect General Terms and Conditions, and the Web Effect Product Terms and Conditions form the basis of our Agreement with you for the provision of the Web Effect Products.
- **1.3** Where there is any inconsistency between any of the terms described in clause 1.2, the order of precedence in which they will apply are as follows:
 - **1.3.1** The Order Form,
 - **1.3.2** Web Effect Product Terms and Conditions, and
 - **1.3.3** Web Effect General Terms and Condition, but only to the extent of any conflict or inconsistency.

2. Changes to the terms and conditions

- **2.1** We may change any of the Web Effect Terms and Conditions at any time on 30 days prior written notice, including prices and fees.

3. Term of Agreement

- **3.1** The Term of our Agreement with you will commence on the date specified in the Order form, and continue for an initial 12 month term.
- **3.2** If you wish to acquire additional products or services which are not covered in your original Order Form, a new Order Form will be issued to you.
- **3.3** Following the expiry of the initial term of 12 months, your Agreement with us will continue for further 12 month terms, unless terminated in accordance with clause 11.

4. Obligations

- **4.1** You must:
 - 4.1.1** ensure that any information or material that you submit to us under this Agreement for use in the provision of the Web Effect Products:
 - (i) is true and correct. You agree that we are entitled to rely on such information and material without independently verifying it, and that we are not liable to you or to any third parties for any false or inaccurate information or material supplied to us by you and/or relied upon by Web Effect in the course of it performing its obligations or exercising its rights under this Agreement. You agree that where your supply of false or inaccurate information to Web Effect under this Agreement directly or indirectly results in Web Effect incurring any cost in order to correct or otherwise appropriately address any issues arising in respect of the false or inaccurate information or material, you will bear this cost;
 - (ii) is not unlawful or for an improper purpose. An improper purpose includes but is not limited to submitting material that is defamatory, is misleading or deceptive, infringes another person's intellectual property or other rights, or which will or may expose us to any claim, loss, liability, legal proceedings or other sanctions;
 - **4.1.2** ensure that you do not make, arrange or authorise any reference to us or our web site in any document (including promotional or merchandising material) or on any web site without our prior written consent;
 - **4.1.3** provide us with such relevant materials (including content to be included or edited on your website), promptly execute any document, make any arrangement or do anything that is reasonably requested by us in order to facilitate our provision of the Web Effect Products to you, including, but not limited to, any necessary authorisation, permission or security passwords concerning access to codes, programs or other information in relation to your website held by any other party (eg. a third party internet service provider that hosts your website);
 - **4.1.4** in relation to your performance of your obligations or exercise of any rights under this Agreement, comply with any applicable legislation, regulations, codes of conduct and relevant guidelines. This may include codes of conduct and guidelines issued by the Real Estate Institute in your State;
 - **4.1.5** keep secure any passwords relating to the Web Effect Products.

5. General acknowledgments and warranties

- **5.1** You agree that:
 - 5.1.1** you have had the opportunity to read the terms of this Agreement, our Acceptable Use Policy, our Privacy Policy, our Copyright Statement and all other legal notices posted

on the realestate.com.au web site and you agree to be bound by the terms of those documents and notices.

- **5.1.2** we are not under any obligation to monitor or censor the material that is generated by you or other users of our services and that will appear on your web site, but we reserve the right to do so.
- **5.1.3** you are responsible for any costs that you incur for Internet access and other charges that you may incur in using the Web Effect Products or in accessing our web site.
- **5.1.4** where the parties have agreed that Web Effect may incur travel and accommodation expenses to provide you with the Web Effect Products, you will pay all such travel and accommodation expenses in advance, unless otherwise agreed by the parties in writing.
- **5.1.5** you will:
 - (i) notify Web Effect immediately of any unauthorised use of any password or account or any other known or suspected breach of security;
 - (ii) report to Web Effect immediately and use reasonable efforts to immediately stop any copying or distribution of content which is in breach of the Agreement (including any efforts to send unsolicited emails or spam), which is known to or reasonably suspected by you or your users; and
 - (iii) not provide false identity information in order to use the Web Effect Products.
- **5.2** You warrant that:
 - **5.2.1** where you provide us with personal information of your client or another person, you have the consent of that client or person to do so;
 - **5.2.2** you have the right to use the logos, graphics and other content or materials you submit to us under this Agreement,
 - **5.2.3** the content or materials you provide to us under this Agreement: (i) does not infringe the intellectual property rights or any other rights of any third party; and (ii) is not in breach of any legislation, regulations or relevant code of conduct.

6. Spam

- **6.1** You must not send unsolicited emails or spam (as referred to in, and in breach of the Spam Act 2003) using any of the Web Effect Products or in any way connected with Web Effect, its related companies, the Web Effects Products or our web site.

7. Privacy

- **7.1** We may need to collect and hold your personal information in order to provide the Web Effect Products to you. Your personal information will be held subject to our Privacy Policy.
- **7.2** Our Privacy Policy allows us to use your personal information for purposes related to your purchase of the Web Effect Products, such as making you aware of our other products and services or notifying you of opportunities offered by our business partners.
- **7.3** We may disclose your personal information to our related companies, to credit reporting agencies and other third parties as part of provision of the Web Effect Products.

Where you owe us money, we may disclose your personal information to debt collection agencies to recover the amount due.

- **7.4** You may gain access to your personal information or obtain a copy of our Privacy Policy at this link: privacy@realestate.com.au.

8. Intellectual property

- **8.1** We own or are licensed to use our logos, company or business names, trade marks and any other content on our website. You will not do any act or thing which is inconsistent with our legal rights or the rights of our licensors.
- **8.2** Web Effect or its related companies own all intellectual property rights in any Web Effect Product supplied to you by Web Effect, except in respect of any content or materials which you provide to us in the course of our providing you with a Web Effect Product, and which is substantially reproduced by us on your behalf. The intellectual property rights in such content will continue to be owned by you or your licensors. You grant to us a royalty-free non-exclusive licence to use such content and materials for the purpose of supplying the Web Effect Products to you.
- **8.3** Web Effect grants to you a sole and exclusive licence (not to be sub-licensed to third parties without our prior written consent) in respect of your use of any Web Effect Product. This licence will immediately terminate on the termination of this Agreement, except where we have supplied you with a completed Web Design product. Web Effect grants you a licence to use the completed Web Design product in perpetuity.

9. Billing and payment

- **9.1** The fees and charges payable for the Web Effect Products that you purchase from us are specified in your Order Form or in our current Price List. Your Order Form may also specify fees or charges that must be paid in advance.
- **9.2** Web Effect will issue bills on a regular basis for Web Effect Products purchased by you. Bills may not always include all relevant fees and charges incurred by you during the billing period reflected on the bill. Some bills may include charges from previous billing periods.
- **9.3** If you pay a bill by credit card, a surcharge will apply. Credit card payment options and the relevant surcharges that apply are as follows:
 - **9.3.1** American Express - Where it is offered, a surcharge of 3.8% plus GST will apply;
 - **9.3.2** Diners Card - not currently offered. Where it is offered, a surcharge of 2.7% plus GST will apply;
 - **9.3.3** Visa Card - currently available at no surcharge;
 - **9.3.4** Mastercard - currently available at no surcharge; and
 - **9.3.5** Bankcard - currently available at no surcharge.
- **9.4** If you do not pay a bill by its due date, in addition to other action we can take, we can:
 - **9.4.1** suspend the supply of, or your access to, any of the Web Effect Products or other realestate.com.au products purchased by you;

- **9.4.2** charge you an administration fee of \$5.00 plus GST per month;
- **9.4.3** charge you interest on any overdue amount at a rate equal to 2% per calendar month; and
- **9.4.4** demand that you pay for any costs of collecting the overdue amount, including but not limited to agency fees and legal fees.
- **9.5** If you pay a bill by cheque or direct debit and the cheque or direct debit is dishonoured, you must also pay us a fee of \$15.00 plus GST in respect of each dishonoured payment.

10. Goods and Services Tax (“GST”)

- **10.1** Any consideration specified in this agreement does not include any amount for GST.
- **10.2** If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.
- **10.3** The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.
- **10.4** If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.
- **10.5** If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

11. Termination

- **11.1** Without limiting our other rights, we may immediately terminate your Agreement with us (which includes the immediate termination of the supply of, or your access to, any of the Web Effect Products or other realestate.com.au products) if:
 - **11.1.1** you fail to pay any fees or charges by the due date;
 - **11.1.2** you breach any terms and conditions relevant to the Web Effects Products purchased by you and fail to rectify that breach within seven (7) days of our giving you written notice requiring rectification;
 - **11.1.3** you become bankrupt or insolvent or appear likely to do so;
 - **11.1.4** you die, or if you are in a partnership, your partnership is dissolved or an application for dissolution is filed; or
 - **11.1.5** you are a company and are wound up or deregistered, or an application for winding up or deregistration is filed.
- **11.2** In addition to our rights in clause 11.1 above, we may terminate this Agreement at any time, without cause on seven (7) days written notice to you.

- **11.3** You may terminate this Agreement at any time without cause following the expiry of the initial term of 12 months of this Agreement, on thirty (30) days written notice to Web Effect.
- **11.4** You must pay all outstanding amounts to us within seven (7) days of termination of this Agreement.
- **11.5** You agree that where your Agreement is terminated, or any of your Web Effect Products or associated monthly services are terminated, cancelled or suspended for any reason in accordance with the terms of this Agreement:
 - **11.5.1** Web Effect will immediately disable any external service, other than Web Hosting where such service is supplied to you by a third party, linked to the product or service which has been terminated, cancelled or suspended (including but not limited to Search Functionality, email alert etc).
 - **11.5.2** Where relevant, Web Effect will delete your hosting space from its servers. You acknowledge that you will duplicate any website content required by you beyond the date of termination, cancellation or suspension prior to this date.
 - **11.5.3** Where you are receiving Web Hosting services from Web Effect where such service is supplied to you by a third party (as opposed to Web Effect itself), you agree that you must make any termination or cancellation arrangements directly with the third party supplier. You acknowledge that Web Effect is not permitted to act on your behalf to terminate or cancel such arrangements on your behalf.
- **11.6** You acknowledge and agree that termination of this Agreement under this clause 11 does not relieve you of your surviving obligations and liabilities under this Agreement.

12. Limitation of liability

- **12.1** We are not responsible for the content that you submit, generate or approve in relation to any of the Web Effect Products, for any errors or omissions in any data provided by you or on your behalf, or for any use by you of the Web Effect Products.
- **12.2** The failure of systems or technology may impede, prevent or delay access to all or any part of any data provided by you or on your behalf. This may include, without limitation, the incorrect transmission of data. You agree that you will not make any claim against us in the event of such failure.
- **12.3** We will take reasonable steps to ensure that data held by us is safe. However, you are solely responsible for the security and integrity of data at the time it is provided by you or on your behalf.
- **12.4** To the extent permitted by law, Web Effect:
 - **12.4.1** excludes all conditions and warranties implied into this Agreement;
 - **12.4.2** excludes any liability for consequential or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue and loss of profits);
 - **12.4.3** limits its liability for breach of any condition or warranty that cannot be excluded to the greater of (at our option) re-supplying the relevant Web Effect Product, or paying the cost of having the relevant Web Effect Product re-supplied; and

- **12.4.4** limits its liability in respect of any other claim in connection with this Agreement, whether the claim is based in contract, tort (including negligence) or statute to the amount paid to us by you under this Agreement.

13. Indemnity

- **13.1** You indemnify us and our officers, employees and agents ("those indemnified") against any direct or indirect or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party in respect of:
 - **13.1** any material or content generated or approved by you in connection with any of our services or products; or
 - **13.2** your breach of these terms and conditions, including a breach of any warranty; or
 - **13.3** your negligence, or the negligence of your officers, employees and agents, in the performance of your obligations, or exercise of your rights under this Agreement.

14. Miscellaneous

- **14.1** This Agreement shall continue for the benefit of and be binding upon the successors in title of the parties, but you may not assign or transfer this Agreement, or any right or licence granted to you by us under this Agreement without our prior written consent. We may assign or transfer our rights and obligations under this Agreement at any time without consent. We will notify you prior to any assignment or transfer of our rights and obligations, unless such transfer is to a company in the REA group of companies and will not materially affect the provision of products or services to you under this Agreement.
- **14.2** This Agreement sets out the entire agreement and understanding between you and Web Effect or its related companies in relation to the Web Effect Products, and it supersedes all prior agreements, understandings or arrangements (oral or written) in respect of the subject matter of this Agreement.
- **14.3** You acknowledge that you have entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement.
- **14.4** If, due to circumstances beyond our reasonable control, we become wholly or partly unable to carry out our duties or obligations under this Agreement, we will inform you as soon as practicable of the nature of the circumstances and the likely duration. For the period of those circumstances or until those circumstances can be reasonably overcome, our duties and obligations under this Agreement will be suspended. You agree that Web Effect will not be liable for any failure to perform such duties or obligations until the circumstance beyond our reasonable control has ceased.
- **14.5** This Agreement shall be governed and construed in accordance with the laws for the time being in force in the State of Victoria, Australia and the parties agree to the exclusive jurisdiction of the Courts and Tribunals of that State.

- **14.6** If any provision of this Agreement shall be held to be invalid or in any way unenforceable, it shall be severed and the remaining provisions shall not in any way be affected or impaired.
- **14.7** Any provision of this Agreement capable of surviving and intended to survive the termination of this Agreement shall survive.
- **14.8** Any notices served under this Agreement must be served in writing by post, facsimile or by hand to the last known address of the other party.

B. WEB EFFECT PRODUCT TERMS AND CONDITIONS

WEB EFFECT PRODUCTS

The Web Effect Products for which there are specific Terms and Conditions set out below in these Web Effect Product Terms and Conditions are as follows:

1. **Back Office Tools**
2. **Web Design**
3. **Web Hosting**
4. **Domain Name Services**
5. **Search Engine Optimisation Services**
6. **Trust Accounting**

1. BACK OFFICE TOOLS

- **1.1** As part of the provision of its Back Office Tools Web Effect Product, you agree that Web Effect will:
 - (i) provide you with its standard level of initial training. You agree that any additional training you request of Web Effect will be supplied to you as agreed with Web Effect but subject to an additional fee; and
 - (ii) provide you with two support calls per month for a total maximum of one hour in duration in any one month period. You agree that any additional support phone calls in any month of this Agreement will be supplied to you as agreed with Web Effect but subject to an additional fee charged at Web Effect's then current hourly training/support rate.
- **1.2** You acknowledge that in using the Back Office Tools Web Effect Product, data is being transferred between your servers or portals and the servers or portals of Web Effect or its related companies. You agree that you have been allocated a volume allowance of data transfer per month for each Web Effect Product as specified in the relevant Order Form. You agree that if there is dataflow in excess of your permitted volume allowance in any month during the term of the Agreement, this will be subject to an additional fee.

2. WEB DESIGN

- **2.1** You will pay us as agreed by the parties in writing, either in advance for the complete Web Design project, or alternatively at the different stages of the project set out in clause 2.2 below.

- **2.2** You acknowledge that the Web Design services will be provided to you on the following terms:

(a) PHASE 1 – PLANNING We will invoice you 30% of the full fee for the Web Design project when we receive your Order Form. You agree that this 30% fee is non-refundable. The deliverable for the planning phase is a definition document outlining our agreed specifications for your website. We will require your sign off at each stage of the planning phase. You agree that any version of the definition document or other content supplied to you for sign off during the planning phase will be in final form. Any further work requested by you will be supplied to you as agreed with Web Effect but subject to the payment of further charges.

(b) PHASE 2 - DESIGN The deliverable for the design phase is a design mock up of the look and feel of the website signed off by you. We will invoice you 30% of the full fee for the Web Design project on your sign off of the design mock ups. We will require your sign off at each stage of the design phase. You agree that we will supply you with a maximum of one full set of design mock ups and two revisions to this. Any further work requested by you will be supplied to you as agreed with Web Effect but subject to the payment of further charges.

(c) PHASE 3 - BUILD The deliverable for the build phase is your sign off on the completed build of the website according to the definition document and design mock up previously agreed by you. We will invoice you the remaining 40% of the full fee for the Web Design project on your sign off of the completed website build. You acknowledge that this date may be prior to the actual launch date for the website. You agree that you will provide your feedback to enable completion and your final sign off on completion of the website build within one month of our submitting the final form website to you for review. Any delay or further time required to be spent by us in completing the build of your website will be supplied to you as agreed with Web Effect but subject to the payment of further charges.

- **2.3** You may cancel the Web Design project at any time, subject to the following terms:
 - (i) 7 days prior written notice;
 - (ii) if during Phase 1 subject to payment of the full fees due for this phase of the Web Design project (30%), and if during Phase 2, subject to payment of the full fees due for this phase of the Web Design project (a further 30%), as well as an additional 10% cancellation fee in either case, and
 - (iii) if during Phase 3, subject to payment of the full fees due for this phase of the Web Design project (remaining 40%).
- **2.4** If you have failed to provide us with required information or material for a period of six months or more, you will be deemed to have cancelled the Web Design service, or any Change Request service (as described below).
- **2.5** You may request us to place your Web Design project on hold for a period of up to three months. Any Web Design project recommenced after three months as agreed by the parties will incur a recommencement fee to be notified to you at the time you request that

the project be put on hold. Any Web Design project put on hold by you and not recommenced within 6 months will be deemed to be cancellation of the Web Design service by you. Change Request

- **2.6** Where the fee for completion of the Change Request is over \$1000 you agree that:
 - (i) You will pay us as agreed by the parties in writing, either in advance for the complete Change Request project, or alternatively at the different stages of the project set out below:
 - (A) 30% when we receive your Order form for the Change Request. You agree that this fee is non-refundable.
 - (B) 70% on your sign off of the completed Change Request project. You acknowledge that this date may be prior to the actual launch date for the website.
- **2.7** Where the fee for completion of the Change Request is under \$1000 you agree that:
 - (i) You will pay us as agreed by the parties in writing, either in advance for the complete Change Request project, or alternatively as set out below:
 - (A) 100% on your sign off of the completed Change Request project. You acknowledge that this date may be prior to the actual launch date for the website.
- **2.8** You may cancel the Change Request project at any time, subject to the following terms:
 - (i) 7 days prior written notice;
 - (ii) if the fee for completion of the Change Request is over \$1000 you agree that you will pay the 30% non-refundable payment when we receive your Order form, as well as an additional 10% cancellation fee, and
 - (iii) if the fee for completion of the Change Request is under \$1000 you agree that you will pay 100% of the fee for completion of the Change Request or such part of that fee as is reasonably determined by us in our sole discretion, taking in to account such factors as time already spent on the project prior to our receipt of your request for cancellation.

3. WEB HOSTING

- **3.1** You agree that you will abide by our Web Hosting Acceptable Use Policy, as amended from time to time. The most up-to-date version of our Web Hosting Acceptable Use Policy is available on our website at <http://www.realestate.com.au/terms>.
- **3.2** You acknowledge that:
- **3.2.1** any breach of the Web Hosting Acceptable Use Policy will be considered a breach of this Agreement; .
- **3.2.2** Web Effect will not provide any regular reports to you in respect of the Web Hosting service.

- **3.2.3** Web Effect will use spam and virus filters in respect of the provision of the Web Hosting service to you which may require us to use third party equipment or services to monitor and filter email traffic between our equipment and the Internet. You acknowledge that where we use such filters, Web Effect has no obligation to retain copies of such spam or filtered emails.
- **3.2.4** you will not take any steps to disable any spam or virus filters and that we will not be liable for any loss or damage resulting from the use of spam or virus filters, including, without limitation, our non-retention of any spam or filtered emails.
- **3.3** Web Effect will undertake scheduled maintenance to servers from time to time. We will attempt to ensure all scheduled maintenance takes place at times which will affect the fewest customers. If scheduled maintenance requires the services to be offline for more than 30 minutes, Web Effect will use its reasonable endeavours to advise you of the details of the scheduled maintenance by email at least 36 hours in advance of the maintenance.
- **3.4** Web Effect may undertake unscheduled maintenance from time to time. If unscheduled maintenance requires the services to be offline for more than 30 minutes, Web Effect will use its reasonable endeavours to advise you of the details of the unscheduled maintenance by email within a reasonable time after the maintenance has been completed.
- **3.5** Web Effect will archive your data onto backup systems on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will restore from the last known good archive. In the event of corruption of all our archives, or in the event that an old archive is used to restore data, where requested by Web Effect you agree that you will provide your data to us in digital format. You agree that Web Effect will not be liable for incomplete, out-of-date, corrupt or otherwise deficient data recovered from our backup systems.
- **3.6** We reserve the right to supply you with the Web Hosting service either internally or using third party services, at our sole discretion on written notice to you. Web Effect reserves the right to migrate your website to a new operating system platform if our operating system supplier ceases to provide support for any legacy operating system, or if the server from which the service is provided fails or, in our reasonable opinion, becomes unreliable. Web Effect will use its reasonable endeavours to notify you but will have no liability to you for website failure if you have failed to keep your contact details up-to-date or if you have not checked the operation of your website post-migration and notified us of any required changes to the website configuration.
- **3.7** You agree that you are solely responsible for the care and maintenance of your data. Web Effect will provide additional support services on a consultancy basis at our standard rates (available on request).
- **3.8** In performing each Web Hosting service request we will follow generally accepted web hosting industry standards and practices in carrying out the services. We warrant that the services will be provided with due skill and care but we do not warrant that they will meet a certain standard, or will be suitable and fit for your purposes.
- **3.9** You will provide to us, within the timeframe reasonably required by us, access to: your premises; employees and contractors; source code and object code; data and databases; legacy systems; and documents, as we reasonably require in order to fulfil our obligations or exercise our rights under this Agreement. Web Effect is not liable for any loss suffered

by you if you do not provide us with this access, and we will be entitled to stop work if your failure to provide access means that we cannot reasonably fulfil our obligations or exercise our rights under this Agreement.

- **3.10** You grant us permission to use your technical identification in a non-identifying format for problem resolution, internal troubleshooting, product functionality enhancements and fixes, and in any descriptions of problems or solutions to problems, which we record in our systems. We will not identify you or publish your confidential information in any item we record in our systems.
- **3.11** In addition to the fees payable in respect of the Web Hosting service and set out in your Order Form, you agree to also pay any registration fees or delegation charges imposed by domain name authorities. If we incur these costs on your behalf, you must reimburse us.
- **3.12** You agree that you will bear the costs of:
 - (i) installation and use of telephone lines and other equipment needed to access the Web Hosting service; and
 - (ii) all government taxes, duties and levies (if any) imposed on either you or us in respect of the Web Hosting service.

4. DOMAIN NAME SERVICES

- **4.1** You agree that where you require Web Effect to register or renew domain names for you in the context of its provision of other Web Effect Products to you:
 - (i) Web Effect will ensure that such domain names are registered on your behalf by a relevant Registrar or Registry (as required) in the relevant domain space.
 - (ii) You acknowledge that you will be bound by the Registration Agreements of the relevant Registrar or Registry in respect of those domain names. You agree that you have sole responsibility for ensuring that you are aware of those terms and conditions and can and do comply with them.
 - (iii) You agree that the decision of the relevant Registrar or Registry to licence a domain name to you, or to revoke that licence, are in the sole discretion of the Registrar or Registry, and that Web Effect makes no representation to you and has no liability for any loss claimed or suffered by you as a result of a Registrar or Registry refusing to licence a domain name to you, or revoking such licence at any time.
 - (iv) Where you require Web Effect to renew a domain name for you, where Web Effect is not listed as the billing contact for your domain name and you receive the renewal notice or other invoice in respect of the domain name, you will promptly send on such renewal notice or invoice to Web Effect in a timeframe which will reasonably permit Web Effect to renew the domain name on your behalf. You acknowledge that Web Effect will have no liability to you for any loss claimed or suffered by you as a result of your failure to comply with the obligations in this clause 4.1(iv).
- **4.2** You agree that in addition to the agreed Domain Name service fees, you must also pay any disbursements incurred by Web Effect in providing the service (such as

registration fees or delegation charges imposed by domain name authorities). If we incur these costs on your behalf, you must reimburse us.

- **4.3** You agree to bear the costs of all government taxes, duties and levies (if any) imposed on either you or us in respect of the service.

5. SEARCH ENGINE OPTIMISATION

- **5.1** You agree that we will provide you with advice and recommendations and services in order to optimise your ranking on search results on search engines.
- **5.2** You agree that our services do not relate to all search engines. Our services aim to optimise your ranking on 'primary' search engines (the search engines that we consider to be effective, popular and appropriate for your website to be listed on).
- **5.3** You agree that in order to achieve the best results, you are required to work in cooperation with us. You agree to respond promptly to our requests for access and to implement our recommendations. You agree to let us know if you make any changes to your website, especially to your home page. You agree that if we are required to restore pages that you have changed we will charge you for such restoration at our hourly rates.
- **5.4** You agree that in order to provide you with the Search Engine Optimisation services, you must provide us with the access, data and information reasonably requested by us.
- **5.5** You acknowledge that:
 - (i) While we will make all reasonable efforts to ensure that your search engine ranking is optimised, we cannot and do not guarantee a certain search engine ranking for your website. We cannot guarantee traffic to your website or the profitability or effectiveness of your website.
 - (ii) Our advice and recommendations are often integrated and are designed to be implemented as a whole. We will not be responsible for any change in the performance of your rankings as a result of your failure to implement our recommendations in their entirety.
- **5.6** You agree that the services are most effective if they are provided to you exclusively by us during the relevant period of time. We will not be responsible for any change in performance as a result of any interference with our work by you, any third party or any person acting on your behalf.
- **5.7** You acknowledge that your search engine ranking is not likely to remain the same for a long period of time as search engines change their ranking algorithms on a regular basis. In addition, you acknowledge that other websites are being optimised and submitted every day.
- **5.8** We will not violate any guidelines of indexing by any search engine or directory in providing the service to you. We will not cloak any pages or hide same colour content on same colour background or otherwise knowingly use spam methods to provide the services.
- **5.9** We reserve the right to terminate the service at any time if we suspect that your website is involved in any practice that we consider to be unethical or illegal, or likely to bring Web Effect or its related companies in to disrepute.

6. TRUST ACCOUNTING

- **6.1** As part of the provision of its Trust Accounting Product, you agree that Web Effect will:
 - (i) provide you with its standard level of initial training. You agree that any additional training you request of Web Effect will be supplied to you as agreed with Web Effect but subject to an additional fee; and
 - (ii) provide you with two support calls per month for a total maximum of one hour in duration in any one month period. You agree that any additional support phone calls in any month of this Agreement will be supplied to you as agreed with Web Effect but subject to an additional fee charged at Web Effect's then current hourly training/support rate.

- **6.2** As part of receiving the Trust Accounting Product, you agree that you will:
 - (i) install any Trust Accounting Product updates as soon as possible;
 - (ii) take responsibility to oversee balances and ensure legislation is adhered to regarding correct management of trust account funds and records;
 - (iii) require operators to have an understanding of operating procedures and support personnel instructions;
 - (iv) pay additional support charges of \$8.80 per minute to rectify any problems arising in the situation that original advice is not followed; and
 - (v) perform daily balance checks as well as internal and external backups.

- **6.3** The Trust Accounting Product does not extend to:
 - (i) hardware problems other than advice regarding restoration of files; and
 - (ii) general problems of an accounting nature.

- **6.4** Web Effect reserves the right to:
 - (i) re-call an operator for further training if it considers that the operator has not attained a reasonable level of proficiency and competence; and
 - (ii) charge for excessive product support if it decides that your error rate or level of support required is at an unacceptable level.