

WEBSITE COMPILATION AND HOSTING AGREEMENT

Client Name _____

Business Name (if different) _____

Postal Address _____

Email _____ Telephone _____

You (the "Client" which includes references to "you" and "your") have requested *Easy Business Websites* (being Venture Capital Specialists Pty Ltd ACN 109 948 807 T/A *Easy Business Websites* which includes references to "us" and "our") to create a website for you based on information and material provided by you ("Content"). You have also requested *Easy Business Websites* to host your website for a minimum term of twenty four (24) months. The following terms and conditions govern your agreement with *Easy Business Websites*.

1. Website Development

- 1.1. You shall provide *Easy Business Websites* with the exact Content that is to be developed into your website electronically. This may include part or all of your existing website should you have authority to do so and ownership of any intellectual property subsisting in such website.
- 1.2. You must provide your own access to the internet to provide your Content to us (if required) and to access your website.
- 1.3. Subject to availability, *Easy Business Websites* will register and maintain the domain (web address) of your choice.
- 1.4. *Easy Business Websites* shall use reasonable endeavours to develop the Content you provide into a website in the estimated development time set out in the website specification annexed to this Agreement, but shall not be bound by the estimated development time. By providing information or Content to *Easy Business Websites* you are expressly consenting to it being freely published on the internet.
- 1.5. For the term of twenty four (24) months, *Easy Business Websites* shall host your website on our servers and grants you a limited licence to use our content management system (where specified in the website specification).
- 1.6. *Easy Business Websites* will not check, proof, correct or verify any of the Content you submit for inclusion on your website.
- 1.7. Where the whole or any part of your website is provided to you for verification that it conforms to the website specification, your acceptance shall be immediately binding and it shall also be deemed to conform and be accepted by you if you do not advise us to the contrary within 7 days of the provision of the whole or that part of your website as the case may be.
- 1.8. Any variations to the website specification after the execution of this Agreement shall be at additional cost, due and payable in accordance with clause 4.1(c).

2. Intellectual Property, Liability and Indemnification

- 2.1. You warrant to us that you are the owner of any intellectual property including, but not limited to, moral rights, copyrighted works, trade marks and service marks (the "intellectual property") subsisting in any Content which you provide to us. Where you provide Content in

the form of an existing website, you specifically warrant to us that you have the authority to do so and that its reproduction will not infringe copyright or any other rights of any third party.

- 2.2. By uploading any material which is intellectual property, you are granting *Easy Business Websites* a perpetual, non-exclusive and payment-free licence throughout the world to reproduce, use and exploit the intellectual property, as part of your website, to the full extent permitted by law in any jurisdiction in which your website is available to users.
 - 2.3. You agree to defend, indemnify and hold *Easy Business Websites* harmless against any and all demands, liabilities, losses, costs and claims, including legal costs (on a solicitor own client basis) claimed or asserted against *Easy Business Websites* arising out of any content supplied to us, included on, or linked from your website, which infringes or allegedly infringes on the proprietary rights of any third party, infringes copyright, is defamatory, illicit or pornographic. You agree to defend, indemnify and hold *Easy Business Websites* harmless from any and all demands, liabilities, losses, costs and claims, including legal costs (on a solicitor own client basis) claimed or asserted against *Easy Business Websites* and its customers, that may arise as a result (directly or indirectly) of our hosting of your website or any other service performed or omitted to be performed by us.
 - 2.4. During the term of this Agreement and after the expiry of this Agreement, *Easy Business Websites* retains copyright and the right to retain any proprietary code of your website.
 - 2.5. *Easy Business Websites* will not be responsible for any loss, damage or liability to you or any third party as a result of any hosting services outages, viruses, errors, bugs, delays, non-deliveries, wrong deliveries or any other service interruptions whether caused by us (negligently or otherwise) or any third party.
 - 2.6. *Easy Business Websites'* liability to you under this Agreement and in any other way is limited to the resupply of the services provided for under this Agreement, or at the discretion of *Easy Business Websites*, the refund of any amounts paid by you under this Agreement.
- ### 3. Server Use and Hosting
- 3.1. If, in *Easy Business Websites'* reasonable opinion your website contains or contains links to:
 - (a) Defamatory or allegedly defamatory material;

- (b) Pornographic or illicit images, text or other material;
- (c) Scripts which create excess load on *Easy Business Websites*' servers;
- (d) Spiders, robots, worms, warez, programs or scripts which may be used for password cracking, IP spoofing, phishing, viruses or any other malicious activities;

Or if you:

- (a) Exceed your allocated bandwidth;
- (b) Exceed your allocated storage or data amounts;
- (c) Fail to make any payment under this Agreement (or such payment is declined or dishonoured); or
- (d) Disclose or allow anyone else to use your customer number and password;

Easy Business Websites may suspend or terminate your website immediately and without notice to you.

3.2. Nothing in this Agreement obligates *Easy Business Websites* to review, check or ensure that your website does not contain any material which may breach this Agreement or the law.

4. Payment

4.1. The total cost of the preparation and establishment of your website is:

\$ _____ plus GST payable as follows:

- (a) 30% on signing of this Agreement;
- (b) 40% on the provision to you of your website for final proofing;
- (c) The balance upon your acceptance of your website, or it being published on the internet, whichever is earlier.

4.2. The monthly hosting of your website is:

\$ _____ plus GST per month for a term of twenty four (24) months commencing the date this Agreement is signed.

4.3. Where agreed to in writing by both parties, *Easy Business Websites* may provide additional products and services to you on the terms of this Agreement at an additional charge.

4.4. Should you cancel the hosting of your website or this Agreement for any reason then the whole amount set out

in clauses 4.1, and 4.2 shall, at *Easy Business Websites*' discretion, become immediately due and payable.

4.5. Payment of hosting charges must either be made monthly by credit card or annually in advance by cheque, cash or direct deposit and may be prorated and charged on the first day of each month. You agree and authorise to the amounts set out in clause 4.1 (including those arising from renewal pursuant to clause 4.6) being charged to your credit card.

4.6. On the expiry of the initial twenty four (24) months, and any subsequent renewal period, this Agreement shall automatically renew for a further period of twelve (12) months, unless you give us sixty (60) days notice of termination prior to the expiry of the 24, or 12 month period as the case may be.

4.7. You authorise *Easy Business Websites* or its authorised agent to charge all payments set out in this Agreement from your nominated credit card below as due. If any payment is declined, dishonoured or charged back ("amounts declined") then you agree to immediately provide us with the details and authority to charge another account which you are authorised to use, the amounts declined and any fees or charges incurred because of the amounts declined.

5. Miscellaneous

5.1 This Agreement is made in Queensland and the parties irrevocably submit to the jurisdiction of the Courts of Queensland.

5.2 If any part of this Agreement is held invalid, unenforceable, or illegal for any reason, the Agreement will remain otherwise in full force apart from such provision/s which will be deemed deleted.

5.3 This Agreement embodies the entire agreement of the parties as to its subject matter and supersedes and cancels all prior agreements, understandings and negotiations in connection with it. No oral explanation or information provided by any party to another affects the meaning or interpretation of this document or constitutes any collateral agreement, warranty or understanding between the parties.

5.4 You authorise *Easy Business Websites* to contact you by email for the purposes of advising you of product changes, promotions and in relation to other goods and services provided by *Easy Business Websites*.

EXECUTED AS AN AGREEMENT BY _____ (Client Name):

by its duly authorised officer

Name

Signature

Date: ____/____/____

Payment details required at time of signing

Direct Deposit - Heritage Building Society BSB 638 060 A/C 9578129 or

Credit Card Visa Mastercard Amex

Card Holder Name _____

Payment received by EBW:

Card Number _____

Amount: _____

Expiry Date _____ Check Digits _____

Cash Cheque

Cardholders Signature _____