



Multibase WebAustralis Pty Ltd
ABN 54 063 962 916

Standard terms and conditions

1 Purpose

- 1.1 This document describes the trading terms and conditions under which Multibase (called "Multibase" or "us" or "we" in this document) is willing to provide the Customer with those products and services (the "Services") which have been subscribed to or purchased by the Customer called "the Customer" or "you" in this document, whether the Services are purchased on the date of this document or in the future, subject to the provisions of these Terms and Conditions.
- 1.2 Some product or service order forms also contain additional terms and conditions which apply specifically to those Services. These additional terms and conditions form part of our Terms and Conditions of supply.

2 The Services

- 2.1 Multibase shall provide Services as specified in order forms, and/or product descriptions, and/or quotations accepted by the Customer, and/or as ordered by the Customer, and/or as specified in schedules to these terms and conditions or in other formats. At its discretion Multibase may change the specifications of these Services from time to time, subject to these Terms and Conditions.
- 2.2 Under this clause, a Service includes use by the Customer of a web site owned by Multibase whether or not payment for use of the web site is involved. Such a service is also subject to these terms and conditions where they are applicable.

3 Payment

- 4.1 Where a Service attracts a fee, the Services are to be paid for in advance or otherwise as varied in relation to each service. An Invoice will be sent via postal mail or charged to the Customer's nominated credit card. The Customer agrees to pay the invoice totals within the required term which will be advised on the quotation you have accepted, or on the order form or invoice using a method of payment acceptable to Multibase.
- 4.2 All overdue payments shall bear interest at one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is the lesser.

4 Term

- 4.1 Unless otherwise agreed in writing, the application of these Terms and Conditions will commence from the commencement of the Services and continue whilst ever we continue to provide the Services. This Agreement may be terminated by Multibase immediately, without notice, if the Customer fails to pay all amounts when due or fails to abide by any other provisions of this Agreement. The entire liability of Multibase to the Customer in the event this Agreement is terminated as set forth above, shall be limited to a refund of those fees for post-termination Services that were pre-paid by the Customer.

5 Services warranty

- 5.1 Subject to these Terms and Conditions, Multibase will provide the Customer with the Services. Multibase will use reasonable skill and care in providing the Services.
- 5.2 You must comply with these Terms and Conditions in relation to use of the Service, and you acknowledge and agree that we may exercise any of the rights specified in the Terms and Conditions.
- 5.3 In all cases Multibase uses its best endeavours in the provision of the Services, however because the general reliability of the Internet and of connections to and from the Internet and of equipment and software used in the supply of the Services may be influenced by factors beyond the control of Multibase, it is impossible for Multibase to guarantee that our provision of the Services will be uninterrupted, that the Customer will be able to properly access and use the Services, that the Services will be provided without error, or that the Services will be free from malicious attack or intrusion by third parties.
- 5.4 Once Multibase has been informed that the Services have been interrupted, that the Customer has not been able to access or use the Service or that there is an error in the Services, then Multibase warrants that it will make every reasonable effort to correct such problem or error as soon as possible.

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- 5.5 THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE BY LAW NOT ABLE TO BE EXCLUDED OR LIMITED.

6 Limitation of liability

- 6.1 IN NO EVENT WILL MULTIBASE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. MULTIBASE'S LIABILITY TO THE CUSTOMER, WHETHER BASED IN CONTRACT OR TORT, WILL BE LIMITED TO THE TOTAL OF THOSE FEES ON THE INVOICE UNLESS OTHERWISE BY LAW NOT ABLE TO BE EXCLUDED OR LIMITED.

7 Indemnification

- 7.1 The Customer warrants that their use of the Services will not violate any law, or violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the rights against libel, defamation and slander. The Customer agrees to indemnify and hold Multibase and its successors, assignees, agents and licensees harmless from any claim, demand, liability, cost and expense (including reasonable legal fees) that arises out of or results from the above warranty.
- 7.2 The Customer unconditionally warrants and represents that all elements of text, photos, designs, trademarks or other artwork and make up furnished to Multibase for inclusion in a web design project are the absolute property of the Customer or, if not so, the Customer has obtained and there is current now and at all relevant times in the future consent or permission from the rightful owner to use any of these elements and must indemnify Multibase in respect of all actions, proceedings, costs, demands, and claims arising from any breach of this warranty and representation.

8 Customer responsibilities

- 8.1 The Customer's responsibilities for use of the service include but are not limited to those described in this clause.
- 8.2 **Security.** You are responsible for security related to the Customer's use of and access to the Services. You are responsible for keeping any logins and passwords secure and accessible only to persons authorised to use the Service. Upon request, Multibase may assist you with your efforts to detect and identify breaches of security in relation to the Services, but shall not be liable in any manner to the Customer for Multibase's failure or inability to detect or identify security breaches.
- 8.3 **How to use the Service.** You are responsible for knowing or learning how to use the Service effectively. Multibase may be able to assist you by providing documentation and Customer Service and Technical Support assistance in a variety of forms but is not liable for the cost of restoration of your Service if you damage it in any way.
- 8.4 **Third party costs.** The Customer is liable for the cost of any third party services that may be required in connection with your use of the Services. We will notify you in advance if you require additional third party services to use a Service.
- 8.5 **File content.** The Customer is solely responsible for all files contained in its own directory or other storage space on the Multibase network and can be held legally liable for the contents of their pages, images, emails or files including those generated from the Customer's web site. Multibase does not review pages, images, emails or other files for content before they are posted on a server, and does not verify, endorse or otherwise take responsibility for the contents of any user-created content. However, we reserve the right to remove any page or email or file from our servers or our network which we determine is in violation of our rules and guidelines or the law. The Customer agrees that the Customer is solely responsible for complying with all statutory requirements and government policies regarding electronic content prior to posting pages, images, emails or files to the web and indemnifies Multibase and its subcontractors in respect of all actions, proceedings, costs, demands and claims arising from the Customer's breach of any statutory requirements and governmental policies regarding electronic content. Multibase does not host "adult" sites.

9 Technical support

- 9.1 **Non-chargeable Technical Support.** Limited and reasonable Non-chargeable Technical Support and Customer Service is provided without additional charge as part of the Services provided by Multibase to the Customer. Non-chargeable Technical Support is provided during business hours. Due to the complex and customer-specific nature of the Services provided by Multibase and the influence of factors beyond our control, it is not always possible for us to specify exactly the amount, nature or cost of support that is included within initial pricing of the Services, or to state before we investigate a problem whether the amount or nature of Technical Support required will exceed the limitations of Non-chargeable Technical Support.



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- 9.2 **Chargeable Technical Support.** At its discretion, Multibase reserves the right to charge service fees for more extensive or specialist Technical Support. Multibase will advise you at the time you purchase or order a Service, or at any other appropriate time, that further Technical Support is or may be chargeable on a fixed price or hourly rate. Chargeable Technical Support includes:
- significant investigations to determine the cause of a service problem which is particular to your Service and not to the operation of our service in general
 - programming and support for databases, web sites and other Services that we have developed and installed, once they have gone into production on your web site
 - assistance with your own programming or web development
 - custom web or mail server configurations not part of the original setup of the service for example changes to domains and subdomains, additional FTP accounts, etc.
 - payment gateway installations, beyond customer service such as interpreting transaction reports
 - support and service for web sites and applications developed by someone other than Multibase.
- 9.3 **Request to fix.** A request for 'fixes' to be performed by Multibase staff to a web site or web application or equipment configuration is Chargeable Technical Support and will be charged for unless other Management and Maintenance arrangements with Multibase are in place.
- 9.4 **Authorisation to proceed.** Once the Customer has been notified that the requested Technical Support is chargeable and the Customer requests work to be done, in written, electronic or verbal form, the authorisation for work to be performed will remain in place and charges will be invoiced to the Customer, until completion of the task or until the Customer requests the arrangement to be terminated. This work will be conducted under our Development services Terms and Conditions, which is available on request from Multibase or on our web site.
- 9.5 **Other support arrangements.** Other specific or general arrangements may be put in place for additional support, management and maintenance, by agreement between the Customer and Multibase. Such an agreement is in addition to the Limited Technical Support included in the price of the Service.

10 System environment changes and service continuity

- 10.1 **System environment changes.** Multibase at times may perform maintenance daily on its technical equipment. Over time system environments must change in response to emerging issues with third party software, security alerts, service patches, and so on. Upgrading web applications or web sites to handle these necessary changes is the responsibility of site owners and is at the Customer's expense. Multibase does not warrant that its technical systems will remain unchanged and will not affect a Customer's Service.
- 10.2 **Migration to new platforms.** We may migrate your Service to new equipment or platform if any of our suppliers cease to provide adequate support for the legacy operating system, if the equipment or software used to provide the Service fails, or if we determine that the equipment or software has (or may) become unreliable. We will use reasonable endeavours to notify you if we intend to migrate your service to a new platform.
- 10.3 **Scheduled maintenance.** We will attempt to perform all scheduled maintenance at times which will affect the fewest customers. Multibase may at its discretion allocate specific times for scheduled outages to enable maintenance of the Services. At these times the Service may not be available. Arrangements for such an outage may change and are obtainable on request from Multibase.
- 10.4 **Standard maintenance windows:** The following times are our standard maintenance windows which may occur without additional prior notice. When work is required which may interrupt our technical services, these will be planned to take place on:
- Tuesdays from 5.30 am till 8.30 am EST
 - Sundays
- 10.5 **Notice of scheduled maintenance.** If Scheduled maintenance requires the Service to be unavailable for a continuous period of greater than 30 minutes, we endeavour to advise you 48 hours beforehand by email to the primary contact address in our records.

11 Privacy

- 11.1 Multibase is committed to protecting your personal privacy. Multibase's Privacy Policy is available on our web site. The policy outlines the type of information that is collected by Multibase, and how we use and protect it. The policy tells you what to do if you do not want your personal information collected, and how you can change information you have already provided to us. This policy applies only to the business information that we collect and to our web site.



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- 11.2 Multibase complies with the Privacy Act 1988 (Commonwealth) and any code approved by the Privacy Commissioner under section 18BB of the Privacy Act 1988 (Cth). This includes the National Privacy Principles introduced on 21 December, 2001.
- 11.3 By using our services, including our web site, you agree with the terms of our current Privacy Policy which is posted on our web site. If you do not agree with any part of this Policy, it is not possible to use our services.

12 Changing these Terms and Conditons and notifications

- 12.1 A copy of these Terms and Conditions is posted on our web site at www.mbase.com.au.
- 12.2 Subject to these Terms and Conditions, we can change our Terms and Conditions, or Pricing Information at any time without notice.
- 12.3 If we change our Terms and Conditions, we will notify you.
- 12.4 We can change the Pricing Information or add new or additional features that do not cause detriment to any of your existing services at any time.
- 12.5 If we change the price of a Service under these Terms and Conditions, the revised pricing will apply from the date of the next renewal date or the Service.
- 12.6 If you do not accept the change, you may terminate your Services but you must notify us of such termination within 14 days of our notice.
- 12.7 Notwithstanding that you may send us notice of termination under this clause, if you continue to use the Service beyond the date of the change, you will be charged for such use. Your continued use of the Service beyond the date of the change will be deemed acceptance of it.

13 Acceptance

You are deemed to have accepted these Terms and Conditions:

- when you sign the acceptance statement below and return it to Multibase, or
- when you use a Service for the first time, or
- when you order a Service or request Multibase staff to perform work on your behalf, by email, telephone, or in writing unless Multibase receives your advice to the contrary within 7 days of the order being received by Multibase.

I have read and understood the above mentioned "Terms and Conditions" and hereby agree to abide by the guidelines set out within this document.

SIGNED for and on behalf of _____

Position: _____

Name: _____

Signature: _____

Date: _____