

These are the Himladeon Pty Ltd trading as Server World (ACN 100 725 059) Standard Terms And Conditions for the Supply of Server World Web Hosting Packages ("the Service"). These terms and conditions apply to you as a user of the Service ("you" or a "customer"). It is intended to ensure that you know your rights and obligations when using the Service.

Please read these terms and conditions carefully. It is a condition of your use of the Service that you comply with these terms and conditions.

1. Application and Variation

These terms and conditions are the terms on which we provide the Service to you. We may modify these terms as applying to any agreement, the pricing structure for any Service or the terms of the operation of the Service by general notice on a page of the Internet referred to on our web hosting home page <http://www.serverworld.com.au>, and any use after that publication will constitute an acceptance of that modification.

2. Service

2.1 We will assign to you a logon name and password which will provide you with access to the Server World Client Access Area (which is used by you to configure various features of your web site and email service). We will provide you with Web and Email Services as per the Web Host service level you have selected in the registration form.

2.2 Scheduled Maintenance - We must perform scheduled maintenance to servers from time to time. We will attempt to perform all scheduled maintenance at times which will affect the least number of customers. If scheduled maintenance requires the Service to be off-line for more than 30 minutes we will post details of the scheduled maintenance to the System News web page of the Client Access Area at least 48 hours in advance of the maintenance.

2.3 Unscheduled maintenance may need to be performed. If unscheduled maintenance requires the Service to be off-line for more than 30 minutes, we will post details of the event to the System News web page of Client Access Area after the maintenance has been completed.

2.4 Archiving of Data - We will archive copies of your data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will use reasonable endeavours to restore the data from the most recent archive source. In the event of corruption of all of our archives, or in the event that an old archive is used to restore data, you should be prepared to upload a copy of your data to your Web Site. This process requires that you maintain a recent copy of your data on your premises at all times. You must ensure that all files are accessible at the time that archive copies are made (that is, that the files are not locked or in use during this time) and you acknowledge that any files which are not accessible will not be copied to archives.

3. Payment

3.1 You must pay for the Service as agreed from time to time. In particular you must pay all Service time charges, minimum charges and other amounts incurred by you or any designated users or incurred as a result of any use of your password (whether authorised or not) in accordance with the billing option selected. To this end you must pay to us the Set-up fee and first month's Hosting Fee in advance. The Hosting Fee is inclusive of any government taxes or charges and exclusive of any registration or delegation charges imposed by domain name authorities. Our prices for the Service, the Set-up fee and the Hosting Fee are inclusive of GST

3.2 In addition you must provide and pay for:

(a) the installation and use of telephone lines and all other equipment needed to access the Service; and

(b) all government taxes (which are not otherwise included in the price), duties and levies (if any) imposed (excluding GST) on either you or us in respect of the Service or any other service or goods supplied.

3.3 You must pay all amounts billed in accordance with your billing option. No credit terms are given to credit card accounts. Upon registration of a credit card account, you authorise us to debit your credit card for all charges incurred or payable in advance. The billing period is on a monthly cycle beginning when you register. If you register after the 28th of any month, your billing date becomes the first of the next month.

3.4. You consent to us obtaining a report from a credit reporting agency containing personal information (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by us of an application for credit (whether commercial or personal) or for the purpose of the collection of payments which are overdue.

4. Warranties and Liabilities

4.1 We do not warrant that:

(a) the Service provided under this agreement will be uninterrupted or error free; or

(b) the Service will meet your requirements, other than as expressly set out in this agreement.

4.2 Except as expressly provided to the contrary in this agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this agreement, are excluded to the extent permitted by law. Where any statute implies in this agreement any term, and that statute avoids or prohibits provisions in a contract excluding or modifying the application of or liability under such a term, then the term will be taken to be included in this agreement. However, our liability for any breach of the term will, if permitted by that statute be limited, at our option,

(a) in respect of the supply of goods,

(i) the replacement of the goods and the supply of equivalent goods;

(ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(b) in the case of the supply of services,

(i) the resupply of the services; or

(ii) the payment of the cost of resupplying the services.

4.3 Except as provided in clause 4.2, we are not liable to you or any other person for:

(a) any claim for any act or omission arising under or in connection with this agreement (including claims based in contract, tort (including negligence), common law, equity, statute or otherwise) including claims relating to any cost, loss, expense or damage or liability (including loss of profit or other consequential damage) arising from our supply or failure or delay in supplying the Service;

(b) the content, context or confidentiality of any communications made using the Service.

4.4 You warrant that:

(a) at the time of entering into this agreement you are not relying on any representation made by us which has not been stated expressly in this agreement, or on any descriptions or specifications contained in any other document, including any catalogues or publicity material which we have produced;

(b) you will conduct such tests and computer virus scanning as may be necessary to ensure that data uploaded by you onto or downloaded by you from the Server does not contain any computer virus and will not, in any way, corrupt the data or systems of any person;

(c) you will keep secure any passwords used to upload data to the Server;

(d) you will comply with all relevant directions and orders issued by the Australian Broadcasting Authority, Australian Communications Authority or the Australian Competition and Consumer Commission from time to time; and

(e) you will comply with all other laws, regulations, standards and codes including but not limited to:

(i) the Telecommunications Act 1997;

(ii) the Privacy Act 1988 (Cth); and

(iii) the Trade Practices Act 1974 (Cth) and all State and Territory Fair Trading Acts and any other consumer protection legislation;

(f) you will comply with all Internet Industry Codes of Conduct and Practice;

(g) you will comply with the Broadcasting Services Act 1992;

(h) you will comply with all applicable laws, regulations, standards and codes relating to privacy;

(i) you will not be misleading or deceptive;

(j) you will not breach or infringe our intellectual property rights or any other third party's intellectual property rights; and

(k) you will not represent that you are authorised to act on behalf of us.

4.5 You accept responsibility for all information and material you issue over any Service, and indemnify us and hold us harmless against any liability in relation thereto. In particular you undertake that you must not publish or issue any information which is illegal. You also acknowledge that we have no obligation to vet or approve any information or material available through the Service and that we do not accept any liability for failure to do so even if we have a right to do so under the Acceptable Use Policy. To the full extent permitted by law you access and use such information and material at your own risk.

4.6 You agree to abide by our Acceptable Use Policy annexed to these terms and conditions and forming part of this agreement and as may be amended by us from time to time.

4.7 You are solely responsible for dealing with persons who access your data.

4.8 Any Personal Information (as defined in the Privacy (Private Sector) Amendment Act 2000) which you provide to us is provided for the purpose of our general business operations in connection with the Service. You must ensure that, where required by law, you have advised all individuals to whom such information relates of all matters which you are required by law to so advise including the intended disclosure of the information to us and the proposed use of the information by us.

4.9 You agree to indemnify us for any breach by you of a warranty or other provision of this agreement.

5. Suspension of Service

We may from time to time without notice suspend the Service or disconnect or deny your access to the Service:

(a) during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Service as soon as is reasonably practicable; or

(b) if you fail to comply with any agreement (including failure to pay charges due) until the breach is remedied, or do, or allow to be done, anything which in our opinion may have the affect of jeopardising the operation of the Service. Notwithstanding any suspension of any Service under this clause you will remain liable for all charges due throughout the period of suspension.

6. Force Majeure

Our obligations under this agreement are suspended during the period and to the extent that we are prevented or hindered from complying by causes or circumstances:

(a) beyond our reasonable control;

(b) which we are by the exercise of reasonable diligence, unable to prevent, including:

(i) act of God;

(ii) strike, lock-out or other labour difficulty outside our reasonable control;

(iii) act of public enemy, war (whether declared or undeclared), blockade, revolution, riot, insurrection, malicious damage, civil commotion;

(iv) lightning, landslide, cyclone, storm, drought, flood, fire, earthquake, explosion, tidal wave, epidemic;

(v) order of any court or authority, restraint, restriction, requirements, prevention, frustration or hindrance by or of any person, government or competent authority;

(vi) embargo, unavailability or shortage of essential equipment, chemicals or other materials, goods, labour or services, lack of transportation or communication, breakage of facilities or machinery, electricity supply failure that extends beyond two consecutive days; and

(vii) any shutdown, interruption to or corruption of the Internet outside our reasonable control.

7. GST

7.1 All amounts payable by you under clauses 3.1 and 3.2 hereof are inclusive of GST unless stated to be otherwise.

7.2 Any invoice rendered by either party to this agreement in connection with a taxable supply must conform to the requirements for a tax invoice under the GST Law.

7.3 In the event that either party to this agreement makes a supply to the other party under or in connection with this agreement or arising out of or consequential upon this agreement, a breach of this agreement or any conduct in connection with the making entering into or performance of this agreement, which is a taxable supply upon which GST is imposed (excluding the fees and charges under clauses 3.1 and 3.2 hereof), the consideration provided or amount payable or to be provided or to be payable for the relevant supply will be increased by an amount equivalent to the amount of GST liability properly incurred by the party making the supply.

7.4 "GST Law" means the same as in the A New Tax System (Goods and Services Tax) Act 1999. The words "GST", "Supply", "Taxable Supply" and "Tax Invoice" each have the same meaning as given to them in the GST Law.

8. Miscellaneous

8.1 You grant to us a licence to use, reproduce and communicate all of your data in order to fulfil our obligations under this agreement.

8.2 A provision of, or a right created under this agreement, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

8.3 This agreement and the transactions contemplated by this agreement are governed by the law in force in Western Australia.

8.4 You may not assign your rights and obligations under this agreement without our prior written consent.

ACCEPTABLE USE POLICY - Annex to Web Hosting Terms & Conditions

This is our Acceptable Use Policy. It is intended to ensure that in your use of the Service you have due regard to the law, the ethics of Internet usage, industry policies and the needs of other users.

Please read it carefully. It is a condition of your use of the Service that you comply with the terms of this policy.

Please look out for any amendments to the policy that we might make in the future. From time to time we will make amendments to it by giving you notice of the change and you will then be obliged to comply with the policy as amended.

1. Some General Principles

1.1 We are not responsible for the content of traffic:-

- (a) We exercise no supervision or control whatsoever over the content of the information passing through the Service.
- (b) We do not assume any responsibility for information not sent or expressly authorised by us.
- (c) The responsibility for traffic that does not conform with this policy and all possible consequences lie with the sender of the traffic.
- (d) We accept no responsibility for the consequences of unauthorised breach of our system security such as hacking, computer viruses or denial of service attacks.

2. Acceptable Uses

2.1 You have responsibilities. It is your responsibility for yourself and for others whom you permit or enable to use the Service to:

- (a) use the Service in a manner which does not violate any applicable laws or regulations;
- (b) respect the conventions of the newsgroups, lists and networks that you use;
- (c) respect the legal protection afforded by copyright, trade marks, licence rights and other laws to materials accessible via the Service;
- (d) respect the privacy of others and to observe the provisions of our privacy policy as current from time to time;
- (e) use the Service in a manner which does not interfere with or disrupt other network users, services or equipment;
- (f) refrain from acts that waste resources or prevent other users from receiving the full benefit of the Service; and
- (g) comply with our terms and conditions of supply.

2.2 Use must be ethical. Your use of the Service should be ethical and in accordance with accepted community and industry standards.

2.3 Compliance with Code. When using this Service you should comply at all times with the Internet Industry Code as published by the Australian Broadcasting Authority and the Internet Industry Association at their respective web sites, the URLs of which are www.aba.gov.au and www.iaa.org.au, respectively. In particular you must use appropriate labelling systems, in respect of content which is likely to be considered unsuitable for children according to the National Classification Code, though not Prohibited or Potential Prohibited Content (as those terms are used in the Broadcasting Services Act 1992).

3. Unacceptable Uses

3.1 You must comply with the Law. You must not use the Service for any purpose which violates State, Territory, Commonwealth or international laws or codes.

3.2 Specific kinds of use are not allowed. You must not use the Service to do any of the following ("Unacceptable Conduct"):

- (a) send any unsolicited electronic mail messages in any form (otherwise known as "spam");
- (b) violate copyright or other intellectual property rights;
- (c) illegally store, use or distribute software;
- (d) transmit threatening, libellous, obscene or offensive materials;
- (e) engage in electronic 'stalking' or any other form of harassment such as using abusive or aggressive language;
- (f) misrepresent or defame others;

(g) commit fraud, gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;

(h) damage, modify or destroy the files, data, passwords, devices or resources of us, other users or third parties;

(i) engage in misleading or deceptive on-line marketing practices;

(j) conduct any business or activity or solicit the performance of any activity that is prohibited by law;

(k) make an unauthorised transmission of confidential information or material protected by trade secrets;

(l) intentionally omit, forge, delete or misrepresent transmission information including headers, return mailing addresses, Internet protocol addresses;

(m) engage in any activity intended to withhold or mask your corporate identity or contact information; or

(n) attempt to do any of these things.

3.3 Disruption of the Service is not allowed. In particular, for example, you must not:

(a) distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists (which may be referred to as "spamming");

(b) send unsolicited commercial messages;

(c) propagate computer worms, viruses and other types of malicious programs;

(d) make transmissions of any type or quantity which adversely affect our operation or jeopardise the use of the Service, or its performance for other subscribers;

(e) harass other users; and

(f) use the Service to interfere with or disrupt other network users, services or equipment.

3.4 Soliciting subscribers to other services is not allowed. You must not use the Service to solicit subscribers to become subscribers of other competitive services.

3.5 Resale of the Service is not allowed. Resale of the Service to others is strictly forbidden under all circumstances unless expressly approved by us in writing.

4. Third Party Complaint Process

4.1 We receive from time to time complaints from third parties ("Complaints") regarding Unacceptable Conduct, allegedly being conducted by customers. We will make reasonable endeavours to resolve such complaints by working with customers. The complaint process set out here does not apply to complaints which are the subject of court order or proceedings, or where we reasonably believe that we must take urgent action without reference to you.

4.2 Our policy is to put the complaining party in direct contact with the party best able to answer the complaint. Therefore, you authorise and direct us to provide to third party complainants your relevant email contact details.

4.3 We will take the following steps to deal with third party complaints received by us in relation to a customer:

(a) First Notification:

(i) Upon receipt of first notification by a third party of alleged Unacceptable Conduct by a customer ("First Complaint"), we will log a job in Client Access Area to the customer notifying them of the complaint and a brief summary of the particulars ("First Notice");

(ii) we will also send a letter or email to the complainant notifying it of our policy and procedures in respect of the Unacceptable Conduct complained of, along with direct contact details for the customer which is the subject of the complaint.

(b) Second Notification

(i) If a second complaint is received by us in respect of the same or similar Unacceptable Conduct described in the First Complaint, which indicates to us that the conduct complained of in the First Complaint is continuing ("Second Complaint"), we will send a letter or email to the customer enclosing a copy of the Second Complaint and request a written explanation to be provided within seven business days as to the customer's explanation for the complaint and proposed course of action to resolve it.

(ii) If a customer fails to respond to the second notification within the period stipulated or if we are not satisfied with the response, we may:

(1) bill the customer \$750 for our ongoing administrative costs of the dispute or such higher costs as may be incurred by us; and

(2) if we consider the Complaint to be material, suspend or terminate the customer's Service without further notice.

(c) Third Notification

(i) If we receive a third notification after the Second Notice, which indicates to us that the activity complained of in the Second Complaint is continuing, we will send a letter or email to the customer ("Third Notice") and require that the activity complained of cease forthwith.

(ii) If within two business days after the date of the Third Notice the customer has not ceased the activity or shown us to our satisfaction that the dispute has been resolved, we may without further notice to the customer terminate or suspend provision of the Service to the customer until further notice and bill the customer \$1,500 to cover our administrative costs of the dispute or such higher amount as we may actually incur.

5. What We May Do To Ensure That This Policy Is Being Followed

5.1 We may monitor your account but will respect your privacy. We may monitor the conduct of your account to determine whether this policy is being followed.

5.2 We may suspend or terminate your account and/or notify the authorities. If we believe that your use of the Service may break the law or that you have not complied with this policy we may:

(a) warn you by email (but we are not obliged to do so);

(b) suspend your access to the Service;

(c) terminate your account without notice; and/or

(d) notify and provide relevant information to the authorities, as appears appropriate in the circumstances.

5.3 In the event of taking action under 5.2 we reserve the right to delete any or all of your information, material, software or other content stored on our system in our sole discretion.

5.4 We may in our absolute discretion and without notice to you suspend or terminate your access to the Service:

(a) where we are made aware that a court order, judgment, decree, determination or otherwise has been made to the effect that the customer data is illegal, offensive, objectionable or in breach of a third party's rights; and

(b) if we are directed to do so by the ABA under a take-down notice or other determination or are required to do so under any industry code (whether or not directed to so comply) in accordance with our obligations under the Broadcasting Services Act 1992, and you will be deemed to be in breach of the terms of this Acceptable Use Policy.

5.5 You agree that you will have no claim against us in respect of any action reasonably taken by us in our implementation of the terms of this Acceptable Use Policy, and you indemnify us against any claim by a third party arising out of the same.