

Show The World® Internet Solutions, a division of **Cornerstone IT Solutions Pty Ltd**
PO Box 63, Frenchs Forest NSW 1640 Australia
Suite 82, 23 Narabang Way, Belrose NSW 2085 Australia
Ph: +61 (0)2 9986 2292 A/H: +61 (0)2 9986 2292
Web: www.showtheworld.com.au Fax: +61 (0)2 9986 2293

Terms and Conditions for the Use of Show The World® Products and Services

It is agreed:

1. DEFINITIONS

- a) "Show The World" means Cornerstone IT Solutions Pty Ltd, ABN 42 135 555 010, trading as Show The World®.
- b) "Agreement" means the expression of mutual assent for Show The World® to provide Goods and/or Services at the prices outlined in a quotation from Show The World® or published on the Show The World® website(s).
- c) "Services" means the products and services delivered by Show The World®.
- d) "Client" means the legal entity engaging Show The World® to provide them with Services by entering into an Agreement
- e) "End-User" means any entity to whom the Client makes Services available to.
- f) "Graphical Design Products" means the outcome of those services relating to the graphical design of web-pages and any other graphical design for, or on behalf of, the Client.
- g) "Programming Environment" means a webserver environment with an individual operating system, services, utilities, plug-ins, third-party software and individual account settings.
- h) "Unsolicited Commercial E-mail" or "UCE" or "SPAM" means the practice of sending quantities of e-mail messages, including but not limited to, promotional material, advertisements and scams, to people that have not asked for it.
- i) "CGI abuse" means the use of any Common Gateway Interface script and/or Common Gateway Interface code which uses excessive amounts of system resources and/or which causes substantial degradation of server performance.
- j) "Adult content" means material which Show The World® considers as sexually explicit, sexually related or unsuitable materials for minors, including but not limited to, frontal nudity.

2. INTERPRETATION

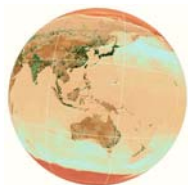
- a) Unless the context indicates otherwise:
 - i. reference to the singular includes the plural and vice versa;
 - ii. reference to a person includes a corporation and vice versa;
 - iii. reference to a party includes that party's executors, administrators, successors and permitted assigns;
 - iv. every obligation entered into by two or more parties binds them jointly and each of them severally;
 - v. where any word or phrase is defined in this Agreement, any other grammatical form of that word or phrase will have a corresponding meaning;
 - vi. reference to any agreement or document annexed to or referred to in this Agreement includes any amendments to it and any document in addition to, or in substitution for it which has been approved in writing by the parties in this Agreement;

3. LIABILITY

- a) Show The World® has not made any and hereby excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose in respect of the Services. To the full extent permitted by the laws of the Commonwealth of Australia or of any State or Territory of Australia having jurisdiction, any conditions or warranties imposed by such legislation are hereby excluded. Insofar as liability under or pursuant to such legislation may not be excluded, such liability is limited at the exclusive option of Show The World® to:
 - i. the re-supply of the Services; or
 - ii. the re-payment of the fees paid by the Client for the performance of the Services.
- b) Show The World® is not liable for, and hereby excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise, any third party product (including software) or service supplied under this Agreement.
- c) Without limiting the generality of the above paragraph, Show The World®, or any third party with whom Show The World® has any agreement concerning the Services, will not be liable for any consequential, special, indirect liability, loss, damage, cost or expense (including, without limitation, any loss of profit, loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue or profits, economic loss of any kind and loss of goodwill) suffered by the Client in connection with the performance by Show The World® of the Services.

4. CLIENT WARRANTY

- a) The Client warrants that all information provided to Show The World® will be true and accurate at the time of delivery.
- b) The Client acknowledges that Show The World® is relying on the warranty made by the Client, and that Show The World® may suffer loss if the warranty is not true. Furthermore the Client will indemnify Show The World® in relation to any breach of the warranty.
- c) The Client acknowledges that Show The World® may use third party providers of services.



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5. PAYMENT AND PAYMENT TERMS

- a) Payment for Services will be made by the Client to Show The World® upon Tax Invoices being raised to the Client.
- b) Payment Terms are seven (7) days from issuance of a Tax Invoice, or as stipulated within a Quotation.
- c) If payment is not made within the Payment Terms (without prejudice to any other rights of Show The World®), Show The World® shall be entitled to charge a monthly administration fee of \$35 (plus GST where applicable) and interest on the unpaid amount at the rate of 2.5% per month calculated on a daily basis from invoice date until payment in full is made.
- d) Clients with overdue accounts shall be deemed to be ineligible for discounts on annual Service subscriptions. Show The World® shall be entitled to reverse any previously-allocated annual subscription discount or once-off discount associated with unpaid services.
- e) If payment is not made within the Payment Terms plus twenty (20) days (without prejudice to any other rights of Show The World®), Show The World® shall be entitled to discontinue the Agreement and to recover the fees otherwise payable through a debt collection agency. The Client shall be liable for any collection fees that would otherwise be charged to Show The World® in recovering the monies owed by the Client. Furthermore, the Client acknowledges that their details may be submitted to credit reporting agencies. The Client indemnifies Show The World® from any consequential, special, indirect liability, loss, damage, cost or expense (including, without limitation, any loss of profit, loss of revenue, loss of any anticipated or expected revenue or profits, economic loss of any kind and loss of goodwill) suffered by the Client as a result, whether direct or indirect, of this action.

6. REFUND POLICY

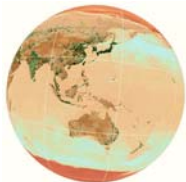
- a) Refunds will not be given for website design services, domain name purchases, search engine optimisation services, monthly web hosting, e-mail protection and filtering services, installations or any third-party products and services.
- b) Refunds will be issued upon request for any unused full month portions of prepaid web-hosting accounts, less one month cancellation fee. Notice of cancellation request must be given in writing by the 25th of the preceding month.
- c) Any refund given will be reduced by the total amount of any discount given to the Client for subscribing to an annual Service.

7. PRODUCT OWNERSHIP AND CODE TRANSFERABILITY

- a) All Graphical Design Products delivered by Show The World® under this Agreement shall remain the property of the Client, after such time as payment from these products has been made to Show The World®.
- b) Server executable code generated under this Agreement shall remain the property of Show The World® unless otherwise agreed in writing by Show The World®.
- c) Public HTML code generated under this Agreement shall remain the property of the Client, after such time as payment from these products has been made to Show The World®.
- d) Server executable code generated under this Agreement may relate to a specific Programming Environment, and as such, Show The World® does not guarantee that such code will execute outside of the specific Programming Environment in which it was originally designed to operate.

8. APPROPRIATE USE OF HOSTING SERVICES

- a) Show The World® warrants that it shall not edit, control, or restrict the content of data on a Client's Hosting Service other than as necessary to provide these Services and uphold Show The World®'s usage policies.
- b) The Client agrees that it will not distribute, electronically transmit or display any materials to any Show The World® server where such materials:
 - i. violate any state, federal or foreign laws or regulations;
 - ii. infringe on any intellectual property rights (e.g. copyright, trademark, patent or other proprietary rights) of Show The World® or any third party;
 - iii. are defamatory, slanderous or trade libellous;
 - iv. are threatening or harassing;
 - v. are discriminatory based on gender, race, age or promotes hate
 - vi. violate Show The World®'s Policies regarding Acceptable Use (including Adult Content), Unsolicited Commercial E-Mail (SPAM), and CGI Abuse - see below in this document for full details of these policies;
 - vii. contain viruses or other computer programming defects that result in damage to Show The World® or any third party.
- c) The Client acknowledges that they may be liable for additional fees, specified on our Hosting Costs webpage, for exceeding the disk space and/or network bandwidth allowance of their selected hosting plan.
- d) The Client agrees to use only properly licensed third party software on Show The World®'s servers.
- e) The Client acknowledges that they have the ability to reinstate files which are automatically archived by Show The World®; However, Show The World® does not guarantee the existence, accuracy, or regularity of its backup services and,



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therefore, the Client is responsible for making back-up files in connection with its use of the Hosting Services. Backup capability is available through the Client's Control Panel.

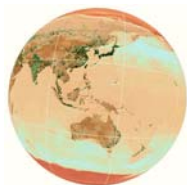
- f) Show The World® reserves the right to refuse service to anyone. Show The World®, at its sole discretion, may immediately terminate a Hosting Agreement if Client engages in any of the foregoing.

9. INFORMATION ACCESS AND PRIVACY

- a) Subject to any legal requirements to the contrary, information obtained in the course of the performance of the Agreement which is specific to the Client's business will be treated as confidential by Show The World®. This includes, but is not limited to, Client identity (other than the provision provided for by Clause 5(e)) and information about the Client's own clients obtained as a result of Show The World®'s delivery of Services.
- b) The Client may at any time request to inspect the information kept by Show The World® pertaining to the delivery of Services under this Agreement, and given reasonable (7-10 days) notice, Show The World® will comply with that request.
- c) Show The World® warrants that it will not intentionally monitor private electronic mail messages sent or received by its Clients unless required to do so by law, governmental authority, or when public safety is at stake. Show The World® may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Show The World® may disclose information, including but not limited to, information concerning a Client, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Show The World® assumes no obligation to inform the Client that Client information has been provided and in some cases may be prohibited by law from giving such notice.
- d) Show The World® may disclose Client information transmitted over its network where necessary to protect Show The World® and others from harm, or where such disclosure is necessary to the proper operation of the system.
- e) The Client acknowledges that transmission over the Internet can be as insecure as other common means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, Show The World® requires Clients to treat their on-line communications as insecure unless such communications are specifically secured using Secure Sockets Layer (SSL) encryption.

10. ACCEPTABLE USE (INCLUDING ADULT CONTENT) POLICY

- a) Show The World® respects that the Internet provides a forum for free and open discussion and dissemination of information.
- b) However, as the provider of specific Services, Show The World® reserves the right to take certain preventative or corrective actions, including but not limited to, immediate cancellation of account without refund, where any Client or End-User engages in any of the following:
 - i. activities that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities;
 - ii. activities that violates privacy, publicity, or other personal rights of others. Show The World® is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement;
 - iii. the publication of material from which revenue is gained in part or whole from adult content;
 - iv. the publication of adult content, or the publication of hyperlinks to sites which publish adult content;
 - v. the publication or transmission of defamatory, harassing, abusive, or threatening language;
 - vi. the forging or misrepresenting message headers, whether in whole or in part, to mask the origin of the message;
 - vii. accessing without authorisation computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another entity's computer system or network, and any activity that might be used as a precursor to an attempted system penetration, including, but not limited to, port/stealth scans, or other information gathering activity;
 - viii. running background Daemons including, but not limited to, IRC bots, eggdrop, BitchX, XiRCON, warez sites and any other program that, at the sole discretion of Show The World®, interferes with normal server operation;
 - ix. the distribution of information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail-bombing, or denial of service attacks, or activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
 - x. advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Acceptable Use Policy, which includes the facilitation of spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
 - xi. the export of encryption software over the Internet or otherwise, to points outside the United States;
 - xii. activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software;
 - xiii. activities, whether lawful or unlawful, that Show The World® determines to be harmful to its clients, operations, reputation, goodwill, or customer relations.



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11. CGI ABUSE POLICY

- a) Clients whose hosting account is abusing CGI resources will receive an e-mail warning from Show The World®.
- b) If the CGI Abuse is not rectified within 24 hours of this e-mail being sent, the offending CGI scripts will be disabled.
- c) Show The World® reserves the right to decide what it considers is CGI Abuse.
- d) Show The World® reserves the right to preemptively disallow scripts which are known to degrade system performance.

12. UNSOLICITED COMMERCIAL E-MAIL (UCE) / SPAM

- a) The use of unsolicited commercial e-mail is considered an inconsiderate and improper business practise by Show The World®, and as such will not be tolerated from any users on our network.
- b) Show The World® reserves the right to terminate, without warning, any account from which Clients or End-Users are found conducting SPAM campaigns. This applies to any server on the Show The World® network, including Dedicated servers.
- c) Clients who conduct Unsolicited Commercial E-mail may be charged AUD\$1,000.00 (plus GST where applicable) per SPAM complaint that Show The World® receives. Resellers will be charged for any of their resold accounts that generate SPAM complaints. These are non-refundable charges and will be invoiced at the time of complaint notification.
- d) Show The World® reserves the right to decide what it considers is "SPAM", "UCE", "mail bombing" or "bulk e-mail".

13. COPYRIGHT

- a) The words "Show The World" and the globe device form part of a registered trademark.
- b) Any use of this trademark without the explicit written consent of Show The World® is strictly prohibited.
- c) Entering into an Agreement with Show The World® is not authority to publish, reproduce or use this trademark in any way.

14. GENERAL TERMS AND CONDITIONS

- a) These Terms and Conditions set out the entire agreement between the parties concerning all matters dealt with by it, and it supersedes any prior agreement between the parties in regard to those matters.
- b) Cancellation of an Agreement by the Client prior to the completion of the Agreement shall render the Client liable to cancellation fees of 10% of cost of the Services to be provided under the Agreement.
- c) Neither Show The World® nor the Client ("the Affected Party") will not be liable nor deemed to be liable to the other party for failure or delay in meeting any obligation required under this agreement due to Acts of God, war, fire, flood, embargo, litigation, acts of government or any agency instrumentality, strikes, lock-outs or any other cause which is completely beyond the control of, and which could not reasonably have been foreseen, the Affected Party. In such an event, the Affected Party will not be in breach of this agreement and the time for performance of its obligations under this agreement will be extended for a period equal to the diversion of the contingency that occasioned the delay, interruption or prevention.
- d) Show The World® shall not be liable to the Client in respect of any loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Client as a result of any action brought by a third party) arising out of the Services provided or the use by the Client of any reports, results or information provided in pursuance of the Services performed.
- e) Where applicable, all taxes, including but not limited to Goods and Services Tax (GST), value added tax, broad based consumption tax or any similar tax levied, imposed or assessed by the Commonwealth of Australia, or of any State or Territory of Australia, in relation to the supply of goods and services at any time under the Agreement shall be paid by the Client.
- f) Stamp duty, if any, payable on the Agreement will be paid by the Client.
- g) If any term of this Agreement is found to be void, or unenforceable at law, that term will not affect any other term of this Agreement, and as far as it is possible, will be read down to the extent required to make it enforceable. If necessary, the parties will, in good faith, negotiate a valid and enforceable replacement term to express their intention.
- h) Except where stated in this Agreement, the terms of this Agreement can only be amended in writing, and must be signed by both parties. Neither party may assign any of its rights, benefits or obligations under the Agreement without the written consent of the other party.
- i) The waiver of a breach of any term of this Agreement will not be a waiver of another breach of that term or the breach of any other terms.
- j) These Terms and Conditions are subject to Change by Show The World® without notice. Continued usage of the services after any change to these Terms and Conditions is implemented and posted on the Show The World® site constitutes your acceptance of such change or policy. We encourage you to regularly check the Show The World® site for any changes or additions.
- k) The Agreement will be subject to the Law of New South Wales, Australia, and both Show The World® and the Client hereby submit to the jurisdiction of the New South Wales Courts.