



Good to Grow

Domain Names & Web Hosting

Account Application & Terms & Conditions



Southern Xposure Pty Ltd
PO Box 503
Morphett Vale SA 5162

acn 124 551 079 abn 83 140 577 387
e info@southernxposure.com.au
p 08 8326 9000 f 08 8326 9059

Marketing | Advertising | Web & Advertising Tools



Good to Grow - Account Application

Domain Name Registration/Transferral &/or Web Hosting

Business/Individual Details

Business Name: _____

Business Structure: Sole Trader / Partnership / Company / none (individual) _____

ABN: _____ ACN: _____

Product / Industry: _____

Contact Name: _____

Phone: _____ Fax: _____

Address: _____

Suburb: _____ Post Code: _____

Postal Address (if different to above): _____

Suburb: _____ Post Code: _____

Domain Name Registration/Transferral

Domain name: _____

Do you require us to register this for you as a new domain name? YES | NO

OR would you like to transfer this pre-existing domain name to Southern Xposure? YES | NO
(If yes, the domain name's current registration expiry date will remain the same)

Web Hosting Transfer Details

Domain name (if not entered above): _____

Package required: Sprout (email only) \$55 | Blossom \$110 | Fruitful \$179 | Established \$249

Initial email accounts required (eg info@yourdomain.com.au)
these can be added to or changed later: _____

I agree to abide by Southern Xposure's Good to Grow Terms and Conditions.

Signed: _____ Date: ___/___/___

Name: _____ Position: _____

Good to Grow - Terms & Conditions

Domain Name Registration/Transferral &/or Web Hosting

In order to become a user of any of Southern Xposure's domain name registration or website hosting services, you must agree to the following terms and conditions. Your agreement to these terms and conditions will be indicated to us by sending us an application, or duly completed confirmation (if requested) or commencement of use of any Southern Xposure domain name registration or website hosting services, whichever occurs first.

The following terms of business apply to any or all of the domain name registration, website hosting, email and Secure Web Page services to be provided by Southern Xposure to you from time to time. Server means the computer server equipment utilised by us in order to provide the Services. Website means the area on the Server allocated by Southern Xposure to you for use by you as a site on the Internet. Secure Web Page means the Web page operated and located on the Server which allows you to collect credit card details in a means that is difficult for other people to view the page when it is loaded, because the page is encrypted.

This is an agreement between you and Southern Xposure, regarding your use of Southern Xposure's computer, interactive information, communication and server management service. This Agreement governs the terms and conditions under which Southern Xposure makes the services offered by Southern Xposure available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses with regard to website hosting or similar services.

Under this Agreement, you must comply with Southern Xposure's then current "Admissible Use Policy," as updated from time to time by Southern Xposure, which can be viewed below.

1. Southern Xposure will host an account for you, the purchaser (hereafter referred to as the Client), for the Client's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Client. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. We require notification of non-renewal by fax or postal mail, with a minimum of 30 days notice prior to your renewal date. Phone or email notification is not acceptable. If you do not provide this notice, your account will be renewed. There are no refunds on a la carte services, dedicated servers or server colocation.

2. Southern Xposure's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Southern Xposure expressly disclaims any representation or warranty that the Services will be error-free, secure or uninterrupted. No oral advice or written information given by Southern Xposure, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

3. The Virtual Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, the Client agrees not to store, transmit, link to, advertise or make available any images containing pornography. Violations of these or any other provisions of this Agreement may result in termination of the services provided by Southern Xposure, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Southern Xposure based upon the severity of the violation. Southern Xposure reserves the right to refuse service if any of the

content within, or any links from, the Client's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Southern Xposure's then current Acceptable Use Policy, in the sole and absolute opinion of Southern Xposure. Notwithstanding anything in this Agreement, the content of the Client's website is the sole responsibility of the Client. The Client agrees to indemnify and hold harmless Southern Xposure from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Southern Xposure, (collectively, Claims) related to or in connection with the content of the Client's website. The terms of this Section will survive any termination of this Agreement.

4. Southern Xposure reserves the right to change, at any time, the prices charged to the Client for the Services provided by Southern Xposure.

5. The Client agrees to follow generally accepted rules of "Netiquette" when sending email messages or posting to newsgroups. The Client is responsible for security of its password. Southern Xposure will not change passwords to any account without proof of identification, which is satisfactory to Southern Xposure, which may include written authorisation with signature. In the event of any partnership break-up, divorce or other legal problems that includes the Client, the Client understands that Southern Xposure will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Southern Xposure be liable for any losses incurred by the Client during this time of determination of ownership, or otherwise. The Client agrees to indemnify and hold harmless Southern Xposure from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6. The Client agrees not to harm Southern Xposure, its reputation, computer systems, programming and/or other persons using Southern Xposure's services. Southern Xposure reserves the right to select the server for the Client's website for best performance. The Client understands that the services provided by Southern Xposure are provided on a shared server. This means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Client's website overwhelms the server and causes complaints from other users, the Client has outgrown the realm of shared servers, and will need to relocate it's website. Southern Xposure will refund any unused portion of prepaid services. If the Client refuses to comply with this Section, then Southern Xposure has the right to terminate the services provided to the Client without any refunds of the unused portion prepaid by the Client. The Client agrees to indemnify and hold harmless Southern Xposure and any other Client from any and all Claims resulting from the Client's use of the services provided by Southern Xposure. The terms of this Section will survive any termination of this Agreement.

7. The Client's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Southern Xposure.

8. If the Client sells or resells advertising or webspace to a third party then the Client will be responsible for the contents of that advertising and the actions of that third party. Southern Xposure has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current Southern Xposure Admissible Use Policy. The email distribution by the Client of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL EMAIL", is expressly prohibited. If the Client refuses to remove any advertising or other third party content deemed objectionable by Southern Xposure, Southern Xposure may terminate the services being provided to the Client.

NO SPAMMING: Spamming, sending unsolicited advertising to numerous email addresses or

newsgroups and /or generating a significantly higher volume of outgoing email than a normal user, allowing spamming by third parties to promote a web site hosted by Southern Xposure, trolling, posting outrageous messages to generate numerous responses, mailbombing, subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, attempting without authorisation to enter into a secured computer system, newsgroup flooding, forgery, account hacking, posting of defamatory, scandalous, or private information about a person without their consent, violating trademarks, copyrights, or other intellectual property rights, misuse of system resources, including but not limited to employing posts or programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for the customer's own account; resale of access to CGI scripts installed on Southern Xposure servers, or attempting to use a single customer account for third party web sites by allowing more than one domain to be used to reference pages within the customer's site. Southern Xposure reserves the right to determine what constitutes abuse.

9. Southern Xposure will use its best efforts to maintain a full time Internet presence for the Client. The Client hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Southern Xposure be liable to the Client for any damages resulting from or related to any failure or delay of Southern Xposure in providing access to the Internet under this Agreement. In no event shall Southern Xposure be liable to the Client for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Southern Xposure under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Client hereunder. The terms of this Section will survive any termination of this Agreement.

10. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Client is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A Southern Xposure account may not be transferred without prior written approval from Southern Xposure. The Client is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Client's account, the Client will be liable for any unauthorised use of the Southern Xposure services, including any damages resulting therefrom, until the Client notifies Southern Xposure's customer service.

11. If Southern Xposure assigns the Client an Internet Protocol address in connection with the Client's use of the Southern Xposure services, the right to use that Internet Protocol address will remain with and belong only to Southern Xposure, and the Client will have no right to use that Internet Protocol address except as allowed by Southern Xposure in its sole and absolute discretion.

12. This Agreement constitutes the entire agreement between the Client and Southern Xposure with respect to the Southern Xposure services and supersedes all prior agreements between the Client and Southern Xposure. Southern Xposure's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

13. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of

cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable solicitors, attorney's, and or legal fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

14. The Client agrees to indemnify and hold Southern Xposure harmless from any and all Claims resulting from or connected with any activities conducted by the Client. The Client and Southern Xposure will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

15. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

SPECIAL TERMS OF CONTRACTS

Domain Name Registration Terms

1. We do not warrant or guarantee that the domain name applied for will be registered in your name or is capable of being registered by you. Accordingly, you should take no action in respect of your requested domain name(s) until you have been notified that your requested domain name has been registered.

2. Both the registration of the domain name and its ongoing use are subject to the relevant naming authority's terms and conditions of use and you are responsible for ensuring that you are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims you may have against us in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by you to us shall be non-refundable in any event.

3. We accept no responsibility in respect of the use of a domain name by you and any dispute between you and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority.

Registration of domain names

a. Registration agreement

1. AGREEMENT. In this Registration Agreement ("Agreement") "you" and "your" refer to each customer, "we", "us" and "our" refer to Southern Xposure and "Services" refers to the domain name registration provided by us as offered through Southern Xposure, the Registration Service

Provider (“RSP”). This Agreement explains our obligations to you, and explains your obligations to us for various Services.

2. SELECTION OF A DOMAIN NAME. You represent that, to the best of the your knowledge and belief, neither the registration of the TLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.

3. FEES. As consideration for the services you have selected, you agree to pay to us, the applicable service(s) fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information (“Account Information”). You, by completing and submitting this Agreement represent that the statements in your application are true.

4. TERM. You agree that the Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between SLD holders and the new Registrar.

5. MODIFICATIONS TO AGREEMENT. You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site, or on notification to you by e-mail or regular mail as per the Notices section of this agreement. You agree to review our web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes. You further agree to abide by the ICANN Uniform Dispute Resolution Policy (“Dispute Policy”) as amended from time to time. You agree that, by maintaining the reservation or registration of your domain name after modifications to the Dispute Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.

6. MODIFICATIONS TO YOUR ACCOUNT. In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password.

7. DOMAIN NAME DISPUTE POLICY. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at www.icann.org/udrp/udrp-rules-24oct99.htm. Please take the time to familiarize yourself with this policy.

8. DOMAIN NAME DISPUTES. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. For any dispute, you agree to submit to the jurisdiction of the courts of The Province of Ontario.

9. ICANN POLICY. You agree that your registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name.

10. AGENCY. Should you intend to license use of a domain name to a third party you shall nonetheless be the SLD holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD. You shall accept liability for harm caused by wrongful use of the SLD, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information (sections 18 and 19 of this Agreement).

11. ANNOUNCEMENTS. We and the RSP reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

12. LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been

advised of the possibility of such damages. In no event shall our maximum liability exceed one hundred (AUD\$100.00) Australian dollars.

13. INDEMNITY. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including without limitation Domain People Inc., and the directors, officers, employees and agents of each of them, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name.

14. TRANSFER OF OWNERSHIP. The person named as administrative contact at the time the controlling user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion) along with the applicable transfer fee. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Transfers attract an AUD \$100 administration fee.

15. BREACH. You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

16. NO GUARANTEE. You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.

17. DISCLAIMER OF WARRANTIES. You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. INFORMATION. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: i) Your name and postal address (or, if different, that of the domain name holder); ii) The domain name being registered iii) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name. iv) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name. Any other information which we request from you at registration is voluntary. Any voluntary information we request is collected such that we can continue to improve the products and services offered to you through your RSP.

19. DISCLOSURE AND USE OF REGISTRATION INFORMATION. You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and the applicable laws. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your RSP. We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

20. REVOCATION. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or your failure to respond for over fifteen calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the SLD registration.

21. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

22. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent

with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

23. NON-AGENCY. Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

24. NON-WAIVER. Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

25. NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us at or, in the case of notice to you, at the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us or to the RSP shall be sent to:

Support Department
Southern Xposure
PO Box 503
Morphett Vale
SA 5162
Australia

and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your WHOIS record.

26. ENTIRETY. You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

27. This agreement shall be governed by the laws in force in the state of New South Wales, Australia. Both parties hereby submit to the exclusive jurisdiction of the Courts of that State.

28. INFANCY. You attest that you are of legal age to enter into this Agreement.

29. ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

b. Dispute Resolution

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by



reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules of Procedure”), which are available at:

www.icann.org/udrp/udrp-rules-24oct99.htm

and the selected administrative-dispute-resolution service provider’s supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else’s rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding. This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a “Provider”).

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a “complainant”) asserts to the applicable Provider, in compliance with the Rules of Procedure, that (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and (ii) you have no rights or legitimate interests in respect of the domain name; and (iii) your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith: (i) circumstances

indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii): (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an

Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to

another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Southern Xposure's Internet Acceptable Use Policy

Southern Xposure and its affiliates provide to business and consumer users several information technology related services, including such service as various electronic mail (email) packages and services, World Wide Web hosting arrangements, and other online and Internet-related services. It is contrary to Southern Xposure policy for any user of any of these services to effect or participate in any of the following activities through a Southern Xposure-provided service:

- To post messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs or other similar groups or lists (each a "List");
- To intentionally post to any List articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- To send Unsolicited E-mail to more than twenty-five (25) e-mail users, if such Unsolicited E-mail could reasonably be expected to provoke complaints. Except as otherwise defined under applicable law, "Unsolicited E-mail" does not include any message addressed to an individual (i) with whom the sender has a preexisting and ongoing business or personal relationship, (ii) from a non-commercial organization or entity of which the individual is a pre-existing member or (iii) a posting to a List that does not otherwise violate this Policy;
- To falsify user information provided to Southern Xposure or to other users of the service in connection with use of a Southern Xposure service;
- To engage in any of the foregoing activities by using the service of another provider, but channeling such activities through a Southern Xposure account, remailer, or otherwise through a Southern Xposure service or using an Southern Xposure account as a maildrop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a Southern Xposure service;
- To engage in any other activity which is either in violation of law, threatens the integrity of

any computer system, or violates generally accepted standards of Internet conduct and usage including but not limited to denial of service attacks; web page defacement; port and network scanning and unauthorized system penetrations.

Southern Xposure considers the above practices to constitute abuse of our service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by Southern Xposure's terms and conditions of service. Engaging in one or more of these practices will result in termination or suspension of the offender's account and/or access to Southern Xposure services in accordance with the customer's agreement with Southern Xposure. In addition, Southern Xposure reserves the right, where feasible, to implement technical mechanisms which block postings and messages as described above before they are forwarded or otherwise sent to their intended recipients.

This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, Southern Xposure's terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and Southern Xposure will respond as appropriate to these other activities as well. Nothing contained in this policy shall be construed to limit Southern Xposure's actions or remedies in any way with respect to any of the foregoing activities, and Southern Xposure reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Southern Xposure service, and levying cancellation charges to cover Southern Xposure's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, Southern Xposure reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all accounts with Southern Xposure, and the provision of all Services, including the registration of .au.com sub-domains the special terms for which are set out below:

Service Availability

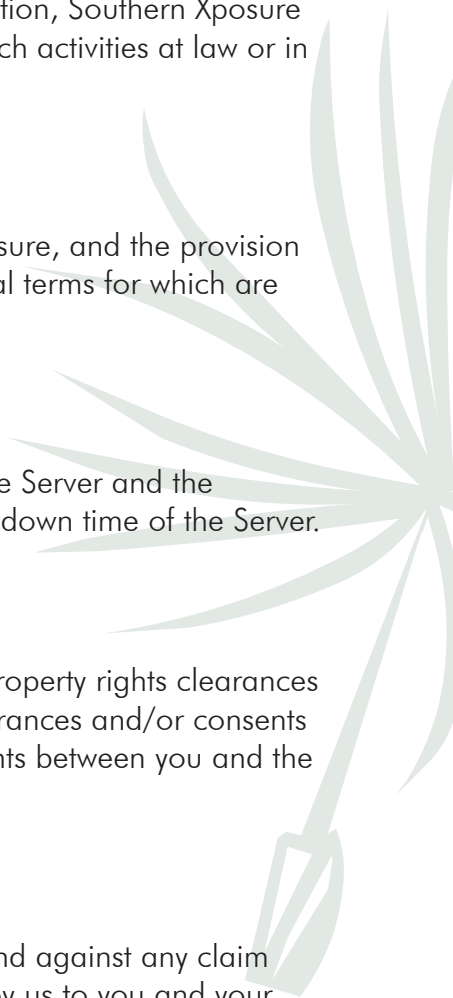
We shall use reasonable endeavours to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for Service interruptions or down time of the Server.

Intellectual Property Rights and other consents

You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations, including without limitation, clearances and/or consents in respect of your proposed domain name and merchant services agreements between you and the relevant financial institutions.

Indemnity

You agree to indemnify and keep indemnified and hold us harmless from and against any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Server, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us in consequence of your breach or non-observance of these terms.



Termination

1. We may terminate this agreement forthwith if you fail to pay any sums due to us as they fall due.
2. We may terminate this agreement upon written notice if you breach any of these terms and conditions and you fail to correct the breach within thirty (30) days following written notice from us specifying the breach, or if you are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.
3. On termination of this agreement we shall be entitled immediately to block your Web Site and to remove all data located on it. We will hold such data for a period of 14 days and allow you to collect it, at your expense, failing which we shall be entitled to delete all such data. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.
4. Cancellation of a .com.au or .net.au domain name after the registration will incur an immediate \$99.00 cancellation fee. Cancellation of a .com/.net/.org and international domain name after the 48 hour initial registration period will incur a \$99.00 cancellation fee. There is no fee involved with the cancellation of any other products or services.

Payment

1. All charges payable by you to us for the Services shall be in accordance with the relevant scale of charges and rates published from time to time by us on our Web site and shall be due and payable within seven (7) days of receipt of our invoice therefore.
2. The provision by us of the Services is contingent upon our having received payment in full from you in respect of the relevant Services. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, we reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to you.
3. Charges

The customer must pay for all goods and services as agreed from time to time. In particular the Customer must pay all Service time charges, minimum charges and other amounts incurred by the Customer or its designated Users or incurred as a result of any use of the Customer's password (whether authorised or not) in accordance with the billing option selected. These charges include but are not limited to charges for any purchase made through any Service and any surcharges incurred while using any supplementary networks or Services other than the Service. Time charges are charged to the next minute in minute increments. Prepaid hours which are not used within a month will not be carried forward to the following month.

4. Payment of GST

4.1. Where any Supply under this agreement is or becomes subject to a GST, the GST paid or payable in respect of the Supply ("the GST amount") shall be added to the amount of consideration paid or payable for that Supply under this agreement. The GST is payable at the same time the amount of consideration for the Supply is payable.

4.2. The provisions contained in clause 4.1 apply notwithstanding any other clause of this agreement whatsoever.

4.3. If this agreement requires one party to reimburse, pay or otherwise contribute to the other party for the costs of any supplies made by a third party to that other party, the reimbursement, payment or contribution shall be reduced by the amount of the input tax credit available to that other party.

4.4. Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any GST paid or payable in respect of any Supply under this agreement.

4.5. In this clause, all italicised terms shall have the same meaning as they have from time to time in the A New Tax System (Goods and Services Tax) Act 1999, and as that Act is varied in its effect on any matter, event, agreement, transaction, thing or the like by A New Tax System (Goods and Services Transition Act) 1999, or any other Act.

5. Customer Costs

In addition the Customer must provide and pay for:-

(a) all government taxes, duties and levies (if any) imposed on the customer or Southern Xposure in respect of any Services or goods supplied including any GST as outlined in Clause 4.

6. Payment of Accounts

The Customer must pay all amounts billed in accordance with the billing option that they are on. No credit terms are given to Direct Debit or Credit Card accounts. Upon registration of a Credit Card account, the Customer gives Southern Xposure authorisation to debit their credit card and to all subsequent cards issued in renewal of that card for all charges. Billing period is either on a quarterly (3 monthly) or annual cycle depending on the plan you choose and beginning when you register. Customer must advise Southern Xposure immediately if the renewal date on the offered credit card falls on anything other than an anniversary date of the issue date.

In accordance with the Privacy Act 1988 Southern Xposure may report to a credit reporting agency that the customer is in default of the trading terms of this Agreement and/or because it was necessary to hand over the account to a collection agency to obtain payment.

7. Security Deposit

Southern Xposure may require the payment of a security deposit before providing the service, or as a condition of continuing any Service, and may use the security deposit to meet any costs, loss or liability incurred by the Customer. When the Customer has fully performed his or her obligations, Southern Xposure shall return the outstanding balance of the security deposit, without interest, to the Customer.

8. Credit Checks - Privacy Consent

The Customer consents to Southern Xposure obtaining a credit reporting agency containing personal information (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by Southern Xposure of an application for credit (whether commercial or personal) or for the purpose of the collection of payments which are overdue.

Exclusion and Limitation of Liability

1. TO THE FULL EXTENT PERMITTED BY LAW WE HEREBY EXCLUDE ALL CONDITIONS AND WARRANTIES NOT EXPRESSLY SET OUT HEREIN. EXCEPT AS SPECIFICALLY SET FORTH IN ELSEWHERE IN THIS AGREEMENT, WE MAKE OR GIVE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER OR INCIDENTAL TO THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR RESELLERS, AGENTS, REPRESENTATIVES OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES HEREBY GIVEN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

2. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim and provided that you notify us of any such claim within one year of it arising.

3. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

IMPORTANT NOTE: In the event that this agreement constitutes a supply of goods or services to a consumer as defined in the Trade Practices Act 1974 (Cth) or any other national, State or Territory legislation (the Acts) nothing contained in this agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this agreement and the goods and you where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts, our sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which you may sustain or incur, shall be limited (except as otherwise specifically set forth herein) to:

a. in relation to goods

i. the replacement of the goods or the supply of equivalent goods or payment of the cost of replacing the goods or acquiring equivalent goods; or

ii. the repair of the goods or payment of the cost of having the goods repaired;

b. in relation to services

i. the supplying of the services again; or

ii. The payment of the cost of having the services supplied again

as in each case we may elect.

Notices

Except where expressly provided otherwise, any notice to be given by either party to the other may be sent by either email, fax, post or courier to the address of the other party as appearing in this agreement or ancillary application forms or such other address as such party may from time to time

have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by post or courier shall be deemed to be served two days following the date of posting.

Severability

If any clause of these terms and conditions is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.

Assignment

The benefit of this agreement may be assigned by us, but not our obligations to you - to do that, you agree that we may give notice to you in writing, and your failure to respond will be deemed acceptance. You may transfer this agreement provided that you give us notice in the form we require (setting out the details of the assignee) accompanied by payment of any transfer fee specified by us. No other method of transfer by you is permitted.

Change to Terms on Renewal

We may change the terms and conditions of this Agreement on renewal or assignment/transfer, by notice in writing to you (or the assignee/transferee, as the case may be).

Entire Agreement

These terms and conditions constitute the entire agreement between Southern Xposure and you, and supersede all prior agreements, understandings and representations whether oral or written. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. Except as provided above, no variation may be made to the contract unless it is in writing and signed by authorised representatives of you and Southern Xposure.

Entire Agreement, Governing Law

This agreement shall be governed by the laws in force in the state of South Australia, Australia. Both parties hereby submit to the exclusive jurisdiction of the Courts of that State.

