

## 1. I WAS HERE - 4mybusiness.com.au - Website Package Terms & Conditions:

1.1 These are the contractual Terms and Conditions (the Agreement) related to any business or individual buying a website package from I WAS HERE - 4mybusiness.com.au.

1.2 I WAS HERE - 4mybusiness.com.au - (Ralph Paukovits proprietor) hereunder I WAS HERE - 4mybusiness.com.au includes any of his assignees, staff, or the authorised persons appointed by him in his sole discretion.

1.3 The Client is the buyer of the website package purchased on this site hereunder called "The Client or you". The Client acknowledges that they have read and agree to be bound by any Terms of Use and Privacy Policy published on this site, at all times when using its services, and during the term of this Agreement.

1.4 The Clients use of this Website and these Terms and Conditions are governed by the laws of South Australia.

1.5 If any clause of these Terms and Conditions is held to be legally invalid or unenforceable, the invalid or unenforceable wording shall be deemed to be omitted from these Terms and Conditions and the remainder of the Agreement will have full force and effect.

1.6 I WAS HERE - 4mybusiness.com.au reserves the right to change any or all of the Terms and Conditions by publishing the new Terms and Conditions on this website and without specific notice to the Client. I WAS HERE - 4mybusiness.com.au also recommends that Clients check back regularly for any changes.

1.7 Should a Client have any questions or feedback relating to these Terms and Conditions, please contact by using the contact information on this website.

## 2. Clients Accounts

2.1 By creating a Client Account on this website you agree to the following terms:

2.1.1 That you will at all times abide by these Terms and Conditions

2.1.2 That you will keep your username and password by which you access the Clients Area confidential and secure at all times.

2.1.3 That you accept all liability for any unauthorised use of any username and password issued.

2.1.4 That you will provide accurate and up-to-date contact information and email address.

2.1.5 That you are at least 18 (eighteen) years old.

2.1.6 That you understand and are creating this account as an operating business or as an individual that will, by way if buying a website package, provide products that are safe & would be considered for sale under the Australian Consumer Law (ACL). The ACL provides consumers with a set of guarantees for the goods they buy, one of which is that they will be of 'acceptable quality.' Acceptable quality has a number of factors, including that the goods will be safe to use, and that they will be reasonably durable.

## 3. Website Packages - General

3.1 The Client can use the website package to amend and update that Website Package on an ongoing basis, only if done per this Agreement.

3.2 The Client agrees that all content submitted to I WAS HERE by them or on their behalf, is authorised, belongs to the Client and does not breach any law or legal requirement.

3.3 The Client acknowledges that all content added to the Website Package on their Website must:

3.3.1 Be accurate and on-topic.

3.3.2 Not be misleading or deceptive or likely to be misleading or deceptive.

3.3.3 Not include information that is defamatory, fraudulent, infringes on the intellectual property or copyright of other third parties or would in any way expose I WAS HERE - 4mybusiness.com.au to any liability, legal proceeding or any other sanctions.

3.4 Not be of a nature to bring I WAS HERE - 4mybusiness.com.au into disrepute.

3.4.1 Comply with all relevant country, state, and local regulations, laws, and standards, and all industry rules and regulations.

3.4.2 Be authorised and allowed in respect of the services represented

3.5 The Client acknowledges that they have read and agree to be bound by the terms related to Website Content as outlined in the Terms of Use on this website.

3.6 The Client is responsible for all the content in their Website Package and any errors or omissions in their Website Package, whether intentional or unintentional.

3.7 The Client is responsible for keeping their Website Package up to date unless they have asked I WAS HERE to do this on their behalf by written agreement.

3.8 The Client agrees that all content submitted to their website package must be suitable for viewing by minors, must not be obscene, false, misleading, defamatory or deceptive in any way and must not contain pornography, adult and sexual content, sex-related merchandising or nudity.

3.9 The Client agrees that all submissions of content in any format to their website package will automatically be granted a perpetual, irrevocable, transferable, royalty-free licence to use without restriction.

3.10 The Client agrees that they are solely and wholly responsible for delivering and providing the services and products listed/displayed by the Client on their Website and the Client certifies that they are professionally competent, experienced and qualified to deliver these products.

3.11 The Client confirms and certifies that they have all the necessary legal requirements in place for their business including but not limited to certifications, licences, risk and safety management and insurances in place concerning the products that they offer and the business that they operate.

3.12 The Client authorises and consents to I WAS HERE contacting them via any of the contact information provided by the Client (including phone and email), for any purpose related to the running and management of their account and the providing of any information including but not limited to new and changed Website features, special offers, Premium Leads, ratings and reviews and any marketing and promotions by I WAS HERE or its partners.

3.13 The Client agrees that I WAS HERE - 4mybusiness.com.au can contact them via any of the contact information provided by the Client (including phone and email), to provide the Client with

information about other websites owned and managed by I WAS HERE - 4mybusiness.com.au which may apply to the Client.

#### 4. TERMINATION

4.1 I WAS HERE has the right to terminate this Agreement and remove any Website Package from hosting the website if monthly payments are not made or any term of this Agreement is breached. Payments up to the termination date will remain due and payable by the Client.

#### 5. HOSTING SERVICE & EMAIL CLIENT

5.1 I WAS HERE will seek hosting for the website package included in the monthly price plan. The Hosting Provider & Email Client is provided at I WAS HERE'S complete discretion.

#### 6 OUTAGE - DOWNTIME

6.1 The Website Package, Hosting Provider cannot guarantee 100% uptime. You further acknowledge and agree that the Hosting Services may not be available from time to time and that the Hosting Services will not be error free.

6.2 I WAS HERE use an External server so, I WAS HERE cannot be held liable in any way if the hosting provider is down, hacked or fails to operate for any length of time.

6.3 If the Hosting Site no longer supports the package websites, I WAS HERE will attempt to migrate the sites to another suitable host. I WAS HERE will notify you of this change and I WAS HERE will, in its best endeavours limit the downtime if this should occur.

#### 7. Copyright and Intellectual Property

7.1 I WAS HERE - 4mybusiness.com.au and any other third-party software providers within the website package retain copyright in all materials, content, information, tools, documents, processes, and files provided on their website packages unless those files were provided from the Clients files. Everything contained in their website package, and everything required to operate their website package is protected by copyright and intellectual property laws and as such, unauthorised use of these will violate such laws and the terms of usage.

7.2 I WAS HERE - 4mybusiness.com.au does not grant any express or implied rights to use the property of their website package for any purposes other than specified. If in doubt, contact us to discuss.

7.3 The Client agrees not to rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works from anything contained in or required to operate their website package including but not limited to Website code or functionality UNLESS those that are intended to be changed under website package licence agreement including text content, images, products, services or other features.

#### 8. TERMINATION OF AGREEMENT

8.1 I WAS HERE - 4mybusiness.com.au has the right to terminate this agreement, for whatever reason, giving at least 30 days' notice or unless the client has breached any of the terms within this agreement, the termination will be with immediate effect.

8.2 If a client has been given notice that the agreement will or has been terminated, then the client must:

8.2.1 Pay all outstanding invoices, after which I WAS HERE will forward all necessary website files pertaining to their website package after which It will be the Client's responsibility to find another hosting provider and any other needs or requirements to operate the website Package.

#### 9. Limitation of Liability / Indemnity

To the maximum extent permitted by law, we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits &/or credit &/or savings and any other economic loss of any kind, in contract, tort, including negligence, under any statute or otherwise arising from or relating in any way to this Agreement.

9.1 Our total liability for loss or damage of any kind under any statute or otherwise arising from or relating in any way to this Agreement shall not exceed an amount equal to the Fees paid by you to us in the preceding month for that Service.