

Terms & Conditions

- Registrant Agreement
- Registrant Warranty for .com.au, .net.au, .org.au, id.au, .asn.au
- Registration Agreement for .com, .net, .org
- Acceptable Use Policy
- Domain Name Registration Policy
- Dispute Resolution - .com, .net, .org
- Reseller and Channel Partner Terms

In order to become a user of any Great Webs services or reseller partner of Great Webs, you must agree to the following terms and conditions. Your agreement to these terms will be indicated to us by sending to us an application, or duly completed confirmation (if requested) or commencement of reseller activities or use of any Great Webs services, which ever occurs first.

The following terms of business apply to any or all of the domain name registration, Web site hosting, email and Secure Web Page services to be provided by Great Webs to you from time to time, as well as any services provided by us under any reseller agreement (Services and individually Service). Server means the computer server equipment operated by us in connection with the provision of the Services. Web Site means the area on the Server allocated by Great Webs 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 Great Webs regarding your use of Great Webs' computer, interactive information, communication and server management service. This Agreement governs the terms and conditions under which Great Webs makes the services offered by Great Webs available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the " Great Webs" webhosting or similar services.

Under this Agreement, you must comply with Great Webs' then current "Acceptable Use Policy," as updated from time to time by Great Webs, which can be viewed below.

1. Great Webs will host an account for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Account Holder. 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 e-mail 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. Great Webs' 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. Great Webs expressly disclaims any representation or warranty that the Great Webs services will be error-free, secure or uninterrupted. No oral advice or written information given by Great Webs, 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 Account Holder 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 Great Webs, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Great Webs based upon the severity of the violation. Great Webs reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Great Webs' then current Acceptable Use Policy, in the sole and absolute opinion of Great Webs. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Great Webs from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Great Webs, (collectively, Claims) related to or in connection with the content of the Account

Holder's website. The terms of this Section will survive any termination of this Agreement.

4. Great Webs reserves the right to change, at any time, the prices charged to the Account Holder for the services provided by Great Webs

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

6. The Account Holder agrees not to harm Great Webs, its reputation, computer systems, programming and/or other persons using Great Webs' services. Great Webs reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by Great Webs 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 Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate its website. Great Webs will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then Great Webs has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless Great Webs and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by Great Webs. The terms of this Section will survive any termination of this Agreement.

7. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Great Webs.

8. If the Account Holder sells or resells advertising or webspace to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. Great Webs 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 Great Webs Acceptable Use Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Great Webs, Great Webs may terminate the services being provided to the Account Holder.

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 Great Webs, 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 authorization 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 Great Webs 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. Great Webs reserves the right to determine what constitutes abuse.

9. Great Webs will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder 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 Great Webs be liable to the Account Holder for any damages resulting from or related to any failure or delay of Great Webs in providing access to the Internet under this Agreement. In no event shall Great Webs be liable to the Account Holder 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 Great Webs under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder 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 Account Holder 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 Great Webs account may not be transferred without prior written approval from Great Webs. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of the Great Webs services, including any damages resulting therefrom, until the Account Holder notifies Great Webs' customer service.

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

12. This Agreement constitutes the entire agreement between the Account Holder and Great Webs with respect to the Great Webs services and supersedes all prior agreements between the Account Holder and Great Webs. Great Webs' 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 solicitor's, 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 Account Holder agrees to indemnify and hold Great Webs harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Great Webs 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 – Should say here

1. Domain Name Registration terms

Great Webs Domain Registrations are undertaken via a Registrar, which is at present Intaserve, and you are bound by the Terms and Conditions to be found on the IntaServe website.

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

3. 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.

4. 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. 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:

Great Webs
PO Box 395, Patterson Lakes
Victoria 3197, Australia

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

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

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

8. 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.

Great Webs' Internet Acceptable Use Policy

Great Webs 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 Great Webs policy for any user of any of these services to effect or participate in any of the following activities through a Great Webs-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 Great Webs or to other users of the service in connection with use of a Great Webs service;

To engage in any of the foregoing activities by using the service of another provider, but channeling such activities through a Great Webs account, remailer, or otherwise through a Great Webs service or using an Great Webs 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 Great Webs 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.

Great Webs 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 Great Webs' 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 Great Webs services in accordance with the customer's agreement with Great Webs. In addition, Great Webs 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, Great Webs' terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and Great Webs will respond as appropriate to these other activities as well. Nothing contained in this policy shall be construed to limit Great Webs' actions or remedies in any way with respect to any of the foregoing activities, and Great Webs 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 Great Webs service, and levying cancellation charges to cover Great Webs' costs in the event of disconnection of dedicated access for the causes outlined above. In addition, Great Webs reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Reseller Partner terms

1. If you are or become a reseller of our Services you must ensure that you continue to comply with these terms and conditions by making your customers bound to no less comprehensive and protective terms and conditions than these.
2. You agree that in your capacity as reseller of our services you will not incur any liability on our part or in any way pledge or purport to pledge our credit or purport to make any contract binding on us.
3. We do not accept the liability or default of your own customers as affecting or limiting your obligations under this agreement and we suggest that you require your customers to sign a form of this agreement.
4. As a reseller of our Services, you are responsible for ensuring that any promotional, advertising or other material you distribute to your customers (whether in paper form or electronically):
 - a. does not contain any misrepresentation relating to Great Webs or the nature of your relationship with Great Webs;
 - b. is in accordance with all applicable advertising standards;
 - c. does not contravene any law of the relevant jurisdiction;
 - d. is appropriate in all the circumstances;

and that you otherwise comply with all laws and regulations governing the exercise of your right as reseller under this agreement.

5. We retain the right to require you to cease distribution of any advertising, promotional and/or other material which in our view is unacceptable by reference to the criteria referred to at paragraph 4 above.
6. You agree to indemnify, keep indemnified and hold us harmless from and against any claim brought against us by a third party resulting from the provision of our Services by you to your customers, 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 as a consequence of your breach or non-observance of the Reseller and PISP Terms.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all reseller and PISP contracts and 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.

All images not supplied in their final format by you or your agent remain the intellectual property of Great Webs unless otherwise expressly agreed. This does not include images supplied in final format by you or your agent and optimised by Great Webs.

All copy written by Great Webs and not supplied by you or your agent remains the intellectual property of Great Webs unless otherwise expressly agreed.

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 therefor.
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 Great Webs 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 Great Webs 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 Great Webs 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 Great Webs 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

Great Webs 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, Great Webs shall return the outstanding balance of the security deposit, without interest, to the Customer.

8. Credit Checks - Privacy Consent

The Customer consents to Great Webs obtaining a credit reporting agency containing personal information (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by Great Webs 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 Great Webs 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 Great Webs.

Entire Agreement, Governing Law

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