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1. Terms of Use

I acknowledge that the website, the service and other related content are the subject of copyright and possibly other intellectual property rights.

Access to and use of Versatile Information Solutions Pty. Ltd (VIS) is subjected wholly to the given terms and conditions. Use of the website for any purpose that is unlawful or prohibited is governed by the terms and conditions. VIS reserves all rights, titles, and interests in and to the website, service to all related content, prohibits the transfer of any Intellectual Property Rights and does not entitle you to license or exercise any Intellectual Property Rights whatsoever, except where license is granted to you in writing

2. Services Agreement

2.1. This service agreement is in between the Company and the Client which sets out both parties' obligations.

2.2. "The Company" means Versatile Information Solutions Pty. Ltd (VIS, ACN 139 096 718, ABN 12139 096 718)

2.3. "Client" means any company, subsidiary, firm or individual or agent thereof who orders any service offered and supplied by the Company.

2.4. "Services" means any graphic design, website design, website development, website programming, e-commerce solutions, internet marketing, social media marketing and services, web applications, mobile apps development, search engine optimisation, website maintenance and supporter any other service offered to and supplied to the Client by the Company.

3. Rights and Obligations

This Agreement sets out your obligations to us in relation to the services to be provided.

3.1. Provision of Services

VIS will provide services as specified by the Client described in Schedule 2.4.

3.1.1. Domain Name Registration and Administration

VIS provides domain names for registration. All domain name registrations are offered on a first come, first serve basis. We will initiate the Premium Domain Name to your account for a period of one year. Any subsequent renewals of the Premium Domain Name will be charged to your account. If the domain name is not renewed by the due date, it will be deactivated and any website or emails connected to the domain name will cease and will then become available to other users.

3.1.2. No Guarantee of Registration or Renewal

I acknowledge and agree that VIS does not guarantee to register or renew a desired domain name, even if a system indicates that domain name is available. VIS cannot know whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases. You are solely responsible for making sure that your registration or renewal has been properly processed.

3.1.3. Website Design and Development

VIS services include website design and development based upon directions and input provided by you. However, the Company is not responsible for the content. This also includes the service for electronic mail (E-mail). VIS does not guarantee a backup mail server. It is the responsibility of the Client to setup a backup server if needed by the user.

- The website, graphics and any programming codes remain the property of VIS until all outstanding accounts are paid in full
- Any scripts, cgi applications, php scripts, or software (unless specifically agreed to) written by VIS remain the copyright of VIS and may only be commercially reproduced or resold with the express permission of VIS
- The client agrees to make available as soon as is reasonably possible to VIS all materials required for completing the site to the agreed specifications. VIS would update the information with the dummy contents in the website if the Client fails to deliver the information on time
- VIS will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines
- Once the website has been designed and completed the final balance of payment is due and payable in accordance with our payment terms
- Personal or Satisfaction Guarantee unlimited hours related to AAA (adjustment, alignment & activation) which excludes major changes.

All fees are non-refundable, in whole or in part, even if your Service is suspended, cancelled or transferred prior to the end of current service term.

3.1.4. Website Hosting

Web hosting through VIS is **cost effective** for organisations and individuals who develop an online presence. It provides a high performing and secure web servers with good network infrastructure and technical support for making your site available 24/7

- Client agrees that all charges and fees associated with the account are the sole responsibility of the Clients and must be renewed every year. If failed to do so. the files will be deleted and VIS would not hold responsibility for the same.

- VIS will perform scheduled maintenance and keep servers up to date. VIS reserves the right to suspend access to servers during the time required for scheduled maintenance with or without notice.
- VIS uses all reasonable care in providing the required services; however, VIS shall not have any liability whatsoever in respect to any loss, damage, or hacking in relation to any particular service.

3.1.5 Development of CMS-Content Management Systems and Control Panel

VIS provides a facility to develop Content Management Systems (CMS) through Admin Panel. The development of CMS includes additional charges that are useful to change the webpage content and configuration. The user details such as username and password will be provided to the user accordingly. However, this service does not include the Control Panel details of the web server which may contain confidential information about the Company. This is not disclosed to the Client. VIS may create separate FTP-File Transfer Protocol to enable access to the website. Please note that VIS will not provide Control Panel details to your website under any circumstances.

3.1.6 Search Engine Optimisation Services - Google rating

Terms including “social media exposure”, “writing product descriptions”, “press release submission”, “manually create Meta tags”, “XML sitemap creation”, “Google Place Optimisation”, all refer to SEO service options which may or may not be included in your SEO services package.

Prior Conditions

1. The client should not have any duplicate sites, duplicate content or pages, redirects or doorway pages.
2. The client should not have any requested or exchanged links with link farms or should not undertake any spamming techniques which may harm the web site's rankings with Google.

3. Search engines change their algorithms regularly, which can result in fluctuations in your search ranking positions. VIS will not be held responsible for these fluctuations or for any algorithm changes which may result in dramatic changes to the fortunes of your website and/or its rankings.
4. All fees are payable in advance and are non-refundable. If a client makes any changes to the optimised pages created by VIS, or does not implement the changes advised by us, any guarantee placed will become null and void immediately.
5. Any failure to stay in regular contact with us regarding changes to your site including confirmation and approval of key phrases or content etc. that affects your SEO services negatively is not the responsibility of VIS.
6. VIS will not be held responsible for any illegal activities your website is involved in or promotes, e.g. selling counterfeit goods.
7. VIS SEO follows a strict ethical SEO policy and may not be responsible for the results if the client has participated in actions considered undesirable (spamming) by the search engines, such as:
 - Using hidden links
 - Linking to link-farms, FFA link pages, etc.
 - Using page redirect or cloaking techniques
 - Submitting the web pages of the site to search engines, search directories or other websites without the consent of VIS
 - Using automated website submission software or websites
 - Using automated reciprocal link programs

Best Practices

1. Your SEO services cannot begin until payment has been received for your first month.
2. Any additional SEO services added to the existing SEO services will incur an additional charge.

3. We do not hold you to this contract but by agreeing to these terms and conditions you agree that you will serve us with a minimum of 30 days' notice (either in writing, or by a phone call which is then followed up by an email) should you cancel your SEO services .
 4. In the unlikely event that you choose to end your contract with VIS it is solely your responsibility to remove any access you may have granted to VIS, e.g. your ftp details, your back office, Google accounts any other services or accounts.
 5. VIS will always recommend key phrases that have the potential to bring you the best return on your investment. If you select key phrases that we do not recommend, VIS cannot guarantee any timescales or increase in traffic flow. Moreover, if the Client, later changes the keywords without prior notice to VIS and the ranking are reduced then VIS will not be accountable.
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5. VIS will always recommend key phrases that have the potential to bring you the best return on your investment. If you select key phrases that we do not recommend, VIS cannot guarantee any timescales or increase in traffic flow. Moreover, if the Client, later changes the keywords without prior notice to VIS and the ranking are reduced then VIS will not be accountable.
6. Unless otherwise agree, you will be responsible for inputting and creating your own content.
7. Content created on your behalf by VIS, once approved, is no longer the responsibility of VIS. You will be responsible for its accuracy, maintenance and its legality.
8. All Google Analytics usage and Google Webmasters is in line with Google Analytics terms of service.
9. For “Google Places optimisation”, VIS will only act as a consultant offering advice and ‘best practice’ procedures and techniques in creating and optimising your Google Places listing.
10. For “XML sitemap creation”, VIS will create an automatically updating XML sitemap only if VIS has built the website. If VIS has not created the website, it will only create a static XML sitemap and upload it to Google Webmaster Tools.
11. It is your responsibility to create a Google account and provide unrestricted access for VIS to set up Google Analytics and Google Webmaster tools.

12. For “manually create Meta tags”, VIS will allocate a time every month, taken from your SEO services as detailed in your SEO specification form.
13. For “press release submissions”, you agree to approve each press release in advance before they are submitted. Failure to submit approved press releases in a timely manner will not be the responsibility of VIS.
14. For “social media exposure”, it is your responsibility to create social networking accounts for Facebook, Twitter, LinkedIn and any other social media networks VIS recommends and to provide access to these accounts for VIS where ‘social media exposure’ is included in your SEO services.

3.1.7 Mobile Website and Apps Development

- VIS uses various technologies to create either a complete mobile website using responsive website design or build a custom mobile application if your project requires.
- Our mobile websites are engaging and designed with mobile usability in mind. Whether you **get a mobile website** or an iPhone / Android Application, our interfaces are specific.
- VIS will not be responsible for the contents for the mobile app.
- VIS will not be responsible for the speed of the app in case of the use of third party frameworks like Phone gap, Titanium or so forth.
- VIS cannot guarantee the publication date in Apple app store as they take their own time for approval.
- VIS cannot predefine the size of the app until completion.
- VIS cannot guarantee the synchronisation with Social Media sites
- VIS cannot take the guarantee in iOS if the user has turned off the push notification.
- VIS is also cannot guarantee the delivery of notification in iOS or Android.
- VIS cannot overwrite the built in phone function. For example, our app can only run for 10 minutes in the background as permitted by iOS and Android.
- Camera and Gallery are the only resources that our apps can use.
- VIS can only take guarantee of smooth functioning of the apps above 2.3.3 in Android and above 4 in iOS

3.1.8 Social Media Optimisation

This agreement for Social Media Optimisation is between the Client whose name appears on the face of this Agreement (the “Client”) and the company (Versatile Information Solutions). VIS will endeavour to maximise traffic and popularity to your website providing Social Media Optimisation.

The biggest names in the social media ‘space’ right now are Facebook, Twitter, LinkedIn and YouTube; Blogs and so forth where we help to promote your business products, business theories, services, and achievements.

The Client shall supply VIS, within a period of 15 days following the execution of this agreement, all required information for the success of a Social Media Campaign; including content, images and Client data etc. This includes providing us with an email address list which the Client has authorised for us to utilise or publish and guarantees that it does not violate any law and that it holds all necessary permits or licenses which may be necessary prior to publishing on the Internet. The Client guarantees and warrants the truth of material supplied regarding the use of any picture, graphic or illustration, or to insert a hypertext link(s) to any other website, or advertise the business profession, service, product, Trademark, or Trade names appearing or described therein the said Social Media Campaign as well as holding all the rights to use the trademarks or commercial names and that this

does not breach any provision, law or statute, including the Trade-Marks Act, the Copyright Act and or any other law or statute relating to intellectual property. The Client shall also provide the keywords for SEO and commit to the selection. VIS shall not be held responsible in case the Client changes the keywords which might affect the SEO ranking.

The initial term of this Agreement is for 12 months from the date of execution and will automatically renew on the anniversary date every year unless VIS or the Client gives to the other party minimum 30 days written notice of non-renewal prior to the end of each 12 month term. The contract cannot be cancelled by the client until all debts by the client to VIS have been fully paid. Moreover, the Client shall make three monthly payments in advance.

3.1.9 Internet Marketing

VIS will help your product to populate effectively on the internet through online marketing. We will endeavour to advertise and market your product(s) through the web and by regular emails to drive direct sales via e-commerce websites. Our online marketing provides you with the facilities and resources of SEO, SMO, email marketing etc.

However, the Client shall provide VIS with

- Clearly Defined Goals and Objectives
- Content Development (Blogging, Article Development, Guest Blogging, Whitepaper Development, Company News)
- Input on major products, services, target market and targeting geographic areas
- Explanations of other marketing initiatives (offline or online)
- Offline Initiatives (Seminars, Events, Networking) to Benefit Online Optimisation

3.1.10 Time period

The Company shall perform the Services in a timely manner to the extent that is within its control to do so. If the Company becomes aware of any matter which will change or which has changed the scope or timing of the Services, then the Client will be promptly notified. The notice will contain, as far as practicable in the circumstances, particulars of the change. The Client agrees that the Company is exempt from any penalty payments the Client deems due to them, based on unexpected delays in Service and understands the quoted time frames are estimations only.

Once the project is completed, all works agreed to be will be produced on the invoice. But, the completion does not incorporate inclusion of contents as it is the responsibility of the Client. If the Client fails to provide us with Content by the Project Completion date, image placeholders and dummy copy/text will be used to populate the pages. The Company deems a project completed once all items listed on the Invoice have been produced. It is important that the Client understands this clause and takes responsibility of the Content they wish to add to their website or artwork that the Company agrees to produce for them. The Company however agrees to apply Client supplied content to a website or artwork files up to 30 days after the Project completion date. After 30 days a Project rescheduling fee - \$100 - will be incurred and the time required for uploading or applying the Client supplied contents will be billed accordingly and additionally based on per current staff hourly rate of \$150 plus GST. A maintenance package plan shall be in effect with the valid date requirement if purchased by the Client that would be included in the first invoice sent by the Company.

Again the Company provides 15 days for any minor changes / updates/ maintenance in the website. All fees should be cleared out by the Client within 7 days.

3.2. Additional Services

Any additional services to the standard services are set out in Schedule.

Our additional services include:

- Software Development
- Media Broadcasting
- Video shooting
- Logo design
- Email Marketing
- Branding

3.2. Fees and Payment Terms

The Client will pay the fees for Services provided as stated in Schedule 3.1. The Company shall be paid for such Services within 7 days from the date of Invoice. In case of continuing work, the Company will submit an Invoice after the first Stage and thereafter at the end of each Stage of the Project. If any money payable by the Client is not paid when due, it shall incur alate payment fee of \$15 per month. Upfront payment of 50% is required in order for the Company to commence production for any given project. The remainder 50% of the Invoice outstanding becomes payable once all services outlined on the Invoice have been completed. A final remainder payment of an Invoice will be sent to the Client which becomes due and payable within 7 days. If not paid the Service will be suspended and consequently the website and email associated be suspended. Payment can be made via EFT or Cheque

VIS will not tolerate payment of service(s) by fraudulent means. Doing so will result in immediate termination and possible criminal and civil liabilities.

4. Applicable Law

This Agreement shall be subject to the laws within Australia.

5. Term of Agreement

This Agreement commences on the date of this Agreement and subject to this Services Agreement continues on a yearly basis. Either Party may give written notice to the other of not less than 7 Business Days before any anniversary of the Commencement Date and that this Services Agreement is not to be renewed and this Services Agreement shall accordingly expire.

6. Warranties

6.1. General Warranties

VIS will provide a notification about the web hosting renewal. However, VIS does not provide warranties in case of negligence. In that case, the domain name can expire and become available to a third party. Also VIS does not take any responsibility for the email connected to the domain name. In case of a deletion, alteration and removal of an email from the domain name server, the Client is responsible for it. Hence it requires the Client to create a backup server.

7. Confidential Information

All information is to be treated as confidential under this Agreement and must not be passed onto a third party without the written authorisation of the other party. VIS will not take any responsibility in case of misuse or any breach of information of user details by any third party.

8. Privacy

VIS will not take responsibility for privacy issues that are related to the electronic content such as graphics, pictures, text etc. if unknowingly used or extracted by any third party.

9. Modification of Services

The Company will not be responsible for any changes to Services that is not carried out or for any impact that this may have on the continuity of the Project. It is the responsibility of the Client to ensure that the Company is advised of any such act by third parties.

10. Variation of Agreement

This Service Agreement shall only be varied by way of a deed of variation signed by both parties.

11. Entire Agreement

This Service Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings relating to its subject matter. In addition, this Service Agreement is only effective after both parties have agreed to the signing to the terms and conditions or the first payment has been deposited by the Client.

12. Notices

A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the relevant address of the Company, marked to their attention that is set out to this Agreement

12.1. Deemed receipt of communications

A notice or other communication is deemed to be received if:

- a) sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent; or
- b) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- c) sent by electronic mail, only in the event that the other party acknowledges receipt by any means;
- d) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means; or
- e) Delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

13. Termination

The company shall be entitled to treat any contract as terminated if the Client breaches any terms or conditions thereof which in the case of a breach capable of remedy is not remedied within fourteen (14) days of the Client receiving written notification from the Company. Termination due to a breach of these terms and conditions by the Client pursuant to this clause shall not in any way prejudice such rights as the Company may have to seek payment for Services rendered or any other rights provided for under these Conditions.

13.1. Termination for default

In case of terminating the agreement, following default, force, failure to rectify or any other causes marked price for the website design and development, domain name and hosting are strictly non-refundable and user will be provided the backup data of the website in any storage medium such as CD/ DVD only if paid extra charge of AUD \$ 300 to VIS. Once all the content of the website is provided to the user then VIS will not take responsibility of domain name and hosting details including the email services provided with the website. During this time, all the remaining payments shall be cleared within 3 business days before handling the “Auth code Password” to the user.

There would be a default termination if payment is not cleared even after receiving the third notice (final remainder) to settle the invoice by the Company. This also implies to the one year service for the renewal of Domain Name and Hosting. Failing to pay within the seven (7) days term will result in a suspended account and the commencement of the seven (7) days grace period provided to the Client to consider any unforeseen communication obstructions. Failing to cooperate with the Company thereafter will result in suspension of the service(s).

13.2. Termination on notice

This Service Agreement may be terminated during the terms of the Agreement by either party upon giving

15 days' notice of the termination to the other.

However, funds for website design and development, domain name and hosting are strictly non-refundable.

13.3. Effect of termination

If this Service Agreement expires or is terminated:

- a) The accrued rights of the parties; and
- b) A Contract created under this Services Agreement

Remain unaffected except to the extent that the expressly agree otherwise.

14. Dispute Resolution

Both parties are equally responsible for dispute resolution. Case will be resolved considering the terms and conditions provided in service level agreement Schedule 2.4. Please note that strictly no charges are refundable for Web & Mobile design and development, domain name and website hosting.

15. Fees

Scope

This Fees Schedule details the fees and fee payment terms for the Services.

Services	Cost	Payment per instalment
Domain& Hosting registration with 2 emails	\$300 plus GST	Yearly
Secure Web Hosting – 200 MB	\$100 plus GST	Yearly
SEO	As per package	Per Month 3 months in advance
SMO	As per package	Per Month 3 months in advance
Mobile Apps Development	As per package	50% in advance
Website Design and Development	As per package	50% in advance
Internet Marketing	\$497 plus GST	Per Month- 3 months in advance
Done For You Solutions Standard Package	\$997 plus GST	Per Month- 3 months in advance

Definitions

All charges should be paid by the Client to the Company within 7 days of completion of the project.

Currency

We only accept Australian and US dollars.

Terms of payment

Payment would be accepted through cheque/ EFT / direct deposit / Credit Card to the VIS account.

16. Liability

16.1 VIS shall not be liable for any loss or damage suffered by you arising out of or in connection with any breach of this Agreement, misrepresentation, error or omission made by you or on your behalf.

16.2 VIS shall not be liable for any interruptions to Services arising directly or indirectly from:-

16.2.1 changes, updates or repairs to the network or software which it uses as a platform to provide the Services;

16.2.2 interruptions to the flow of data to or from the internet;

16.2.3 the effects of any failure or interruption of Services provided by third parties;

16.2.4 factors outside of VIS's reasonable control;

16.2.5 problems with your equipment and/or third party equipment

17. Indemnity

The Client agrees to indemnify and hold VIS harmless from and against any and all liabilities, damages, award, settlements, losses, claims and expenses, including attorney fees and costs of investigation due to:

- I. Any claim by a third party relating to the Content, including infringement of any third party's intellectual property rights;
- II. Claims for misleading advertising related to the Client's product warranties or performance; and
- III. Any other actions of the Client which gives rise to any other liability at law.

The Client furthermore authorises VIS to perform a full pre-credit investigation them.

18. Service Level Agreement

This Service Level Agreement details the system availability and Client support terms for the Services.

Definitions

VIS will provide all service(s) and support related to the Web & Mobile design and development.

Service Availability

Project issues to cover will vary depending on Services, but may include:

- Maximum availability
- Measurement
- Scheduled down time arrangements

In case of system failure and servers not responding, the Company will not guarantee prompt services, however it will try to alleviate the problems considering the need of services.

Changes:

VIS reserves the right to change or modify these Terms or any other VIS policies related to use of the Application at any time and at its sole discretion by posting revisions on the VIS Website. Continued use of the Application following the posting of these changes or modifications will constitute acceptance of such changes or modifications.