M Business and Marketing Solutions - Terms and Conditions

unity countries.

"I means the person/s requesting M Business to provide the Services as specified in any invoice, document or
and if there is more than one person requesting the Services is a reference to each person jointly and

verelly; wrotes' means all Goods (including content, any primted or virtual material, samples. Web Site, brands, designs, ages, advertising, data, graphics, pictures, trademarks, software, applications, manuals, and other associated cumentation and/or goods jandro's Services (which includes any advice or recommendations, consultancy, string, backups, design and/or maintenance of web sites, brands, designs, or advertising, project management for, brand integration, and strategiesing and analytical Services, but, provided by Malbusness to the Client at the inel's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be archangeable for the other).

interchangeable for the other).

"Web Side "means a location which is accessible on the Internet through the World Wide Web and which provides 9.1.
multimedia content via a graphical User Interface.

"Changes" shall mean the cost of the Services as agreed between M Business and the Client subject to clause 5 of 9.2.

"Changes" shall mean the cost of the Services as agreed between M Business and the Client subject to clause 5 of 9.2. 1.5

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Accoptance

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The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions that Client places an order for, or accepts Services provided by M Business.

These terms and conditions may only be amended with M business consent in writing and shall prevail to the extent

These terms and conditions may only be amended with M business consent in writing and shall prevail to the extent

None of M Business's alignets or representatives are authorised of make any representations, satements, conditions or agreements not expressed by the Director(s) of M Business in writing nor is M Business bound by any such unauthorised statements explained by the client of the second to interpret correctly the Client's restructions.

Once accepted by the Client's M Business's qualston shall be deemed to interpret correctly the Client's restructions.

Any advice, recommendations, information, assistance or service provided by the M Business in relation to Services provided by developing and M Business shall not be responsible for errors or missions due to everage for misimteripretation of those instructions.

Any advice, recommendations, information, assistance or service provided by the Gusiness in relation to Services provided by the mission in good fast, is based on information provided to M Business and M Business shall be deemed to be accepted by either party providing that the parties have compiled with Section 14 of the Electron Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or 9.5 any Repulsions referred to in that Act.

Change in Control

The Client shall give M Business not less than fourteen (14) days prior written notice of any proposed change of connecting of the Client and/or any other change in the Client's details (including but not limited to changes in the Client's aneau, address, contact phone or for number, for voluniese paracles). The Client shall be liable for any loss incurred by M Business as a result of the Client's failure to comply with this clause. 3.

Charges and Payment

At II Business solve discretion the Charges shall be either:

(a) as indicated on any invoice provided by M Business to the Client, or

(b) M Business gouded Charges (lapte) to clause 5.2 which will be valid for the period stated in the quotation or otherwise for a period of thinly (30) days; andire;

(including when due and payelob) by M Business to the Services ("Plan"), which will be as stipulated (including when due and payelob) by M Business in the Plan.

If a variation to the plan of scheduled Services, or Client specifications is requested (including, but not limited to, additional work required due to hidden or unidentifiable difficulties not evident plot to commencement of a favorable of the plant of scheduled Services, or Client specifications is requested (including, but not limited to, additional work required due to hidden or unidentifiable difficulties not evident plot to commencement of the schedule of the sc

on completion of the Services.

11.5 by way of installments/progress payments in accordance with M Business' payment schedule; but he date specified on any invoice or other form as being the date for payment, or failing any notice in the contrary, the date which is seven (7) days following the date of any invoice given to the 11.6 Client by M Business.

Client by M Business.

Business.

Includes otherwise stated the Charges do not include GST. In addition to the Charges the Client must pay to M 11.7.

Business an amount equal to any GST M Business must pay for any provision of Services by M Business under the contract or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same due to the contract or any other payers and the client must pay GST, which contract or any other payers and duties that must pay any other tracks and duties that must pay applicable in addition to the Charges, except where they are expressly included in the

Provision of the Services
Any time specified by M Blueness for provision of the Services is an estimate only and M Business will not be liable for any loss of dampings increased by the Cloth as a result of notice being better the provision of the services as a result of the provision being this. However both parties give had been been provided by the provision of the services as agreed solely due to any caction or reaction of the Cloth, then business shall be entitled to change the Clother addicately for re-provising the 12 Services at a later time and date.

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Incurred by the Client as a result of this.

Risk and Limitation of Liability for Client Data
The Client acknowledges and appress that M Business shall not be held responsible or liable for:

(a) anything reliated to the WeS Bits or any other Services provided;

(b) any breach of the Client of any Acts, legislation or regulations in its use of the Services, unless due to the neigligence of M Business;

(c) any loss, complion. Of Business;

(c) any loss, complion, or fise or data (reclaims, but not limited to enhance programmes) resulting any loss, complion, or desired by M Business. Whilst M Business will enhance to restore the Web Site. Rise or data (at the Client's cost), and it is the sold responsibility of the Client to face-buy any data which 121 they believe to be important, valuable, or irreplaceable prior to M Business providing the Services. The Client accepts fair desponsibility for the Client's software and data and M Business in or required to other or remaind accepts fair desponsibility for the Client's software and data and M Business in or required to other or many continues of the Client's continues of

vices are provided on an "as is, as available" basis. M Business specifically disclaims any other warranty, or implied, including any warranty of merchantability or fitness for a particular purpose.

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cess: Cinert understands that by placing information on the Web Site, such information may be accessible to met users. M Business does not (unless expressly requested by the Client) limit or restrict access to a numer to the control of the con

the contract of the contract o

's Responsibilities:
The Client will, in addition to any other obligations expressed in this agreement, have the following
15.3

The Clart will, in addition to any other obligations expressed in this agreement, have the following responsibilities:

(i) provision of all content (including data, lopps, designs and/or graphic and related materials) to be incorporated into the Web Ster.

(ii) provision of any other information, ideas or suggestions which are to be expressly considered by M. The Client will ensure that It Business is given such information and assistance as M. Business reasonably requires to enable M. Business to construct and maintain the Web Ster.

The Client will ensure that It Business is given such information and assistance as M. Business reasonably requires to enable M. Business to construct and maintain the Web Ster.

It shall be the Client separation of the conserved that yes produced requirements they may have for mobile web browsers is included in the later, as, unless otherwise specified therein, the choice of web browsers and the control of the control o

(iii) any finit-fashy products and/or services used by M Business in creation of the Web Site.

M Business agrees that there will be no charge in the preparation of the initial quotation, which may include Client discussions, project scoping, research, leading and business analysis de Ir. Newers, in some instances of the control of th

(b) (c)

of Reading:

Whist over care is taken by M Business to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading. M Business shall be under no liability whatever for any errors not corrocked by the Client in the final proof reading. Should the Client's alterations require additional proofs this shall be invoiced as an exita.

In this shall be invoiced as an exita.

In the case of property and materials left with M Business without specific instructions, M Business shall be free to dispose of them at the end of theelve of them at the end of theelve (12) months after their receiving them and to accept and relatin the proceeds, if any, to over their own costs in holding and handling them.

Where materials or ecupiement are supplied by the Client, I dispurses accepts no responsibility for imperfect work caused by delects in or unsulability of such materials or equipment.

Hosting and Other Services

**Live Date* means the date in which M Business provides the Services as per initial acceptance of M Business quotation.

Live Use "means the date in which M business provises the services as per initial acceptance of M business Sancies shall not by be used by the Client for faelful purposes. Any use which volates any applicable national or international laws is strictly prohibited (e.g. posting or transmitting any unlawful. threatening, abusive, libellous, defamilatory, bostere, effensive, indexent, promorpathe, profine, or otherwise objectionable information of any kind—including, but not limited to, any transmission constituting or encouraging conduct that would constitute a criminal offense or give rise to valiability.)

M Business will, all its sole cost and expense:

(b) bost the Web Site androir greater between the agreed service;

(c) sufficient capacity is maintained on M Business' network and servers to enable service levels to be maintained. However, the Client acknowledges that the default for data for emails is 250 MB, and any extra data may incur additional charges, according to needs of the Client, and

(i) the Web Site androir agreed service is accessible to users in accordinace with the agreed service levels (subject to reasonable downtime for server maintenance which has been notified to the Client (lether in work) of the comment of the commentance services.

M Business will not:

O provide great of a declarically port to the commentance services.

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animagio in esculuración prior to me commencement of me downlime); and provide the Client with the agreed accesso be perform maintennace services.
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Submissi will not constitue provincia, which is the responsibility of the Client; and provide main configuration existions. Me business can create the enrall address and provide the use of the services webmail. but is the Client's responsibility to set up on its machine; and alter or amend, or permit any person to alter or amend for WebS les without the written consent of the Client.
Submissis will make best efforts to ensure that the Client receives continual and uninterrupted Services suring the or this agreement, nowwer Mib Business one nin any way warrant or cherwise guaranter. Clies, and many events/scrumatients beyond the control of Mib Business. In event indust, that Mib Business he label to the events/scrumatients beyond the control of Mib Business. In overent budget, shall Mib Business he provide Services under the agreement, and will be submissed to consider the services under the agreement, and any can dithe Client's privacy, confidential information and intellectual to Besiness to provide the Services will be completely secure, and the Client advancedages that there are inherent risks in Internet connectivity that could result in the loss of the Client's privacy, confidential information and intellectual property, and the Client advanced the extention provide of the Client consistency to the extent that the data has changed since the lime that Mib Business required notification from the Client in the two (2) calendar week period.

Rail Repartation

Search Engline Optimisation (SEO)
Almough a Boursess shall use their knowledge and experience to gain the best results possible, M Business shall not be responsible for, and gives no guarantee of, the quality of visitor or the position / page rank or volume of visits to the Wes Site used to search engine algorithm changes or otherwise, or warranty that the Web Site will be effective in promoting the Client's business or result in any increase in sales of the product/siervices of the Client, Periodic reporting will be sent to the Client's normated email address, at the sole discretion of M Business.

Defects, Warranties and the Competition and Consumer Act 2019 (CCA)

The Client must inspect M Business Services on completion and must within seven (7) days notify M Business in writing or any evident defect in the Services provided (including M Business worknownship) or of any other failure by M Business to comply with the description of or quote for, the Services which M Business to provide. The Client must notify any other alleged defect in M Business Services as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow M Business to review the Services that were convided.

provised.

Indeer applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory, implied quarantees and warrantees (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and condistors, Proton-Excluded Guarantees.)

M Business acknowledges that nothing in these terms and condistons purports to modify or exclude the Non-Excluded Guarantees.

Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees. M business makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. M Business' liability in respect of these warranties is limited to the fullest extent permitted by the suitability of the Services. M Business' liability in respect of these warranties is limited to the fullest extent permitted by the suitability of the Services. M Business' liability in respect of these warranties is limited to the fullest extent permitted by the suitability of the Services. M Business' liability in respect of these warranties is limited to the full the suitability of the Services. We see that the suitability of the Services is suitability of the Services. We see that the suitability of the Services is suitability of the Services and Services are suitability of the Services. We see that the suitability of the Services is suitability of the Services in the suitability of the Services is suitability of the Services. We see that the suitability of the Services is suitability of the Services in the suitability of the Services is suitability of the Services in the suitabilit

fed by law.

s a consumer within the meaning of the CCA, M Business' liability is limited to the extent permitted by
f Schedule 2.
s is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause or the on 94A of Schedule 2.

Susiness is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause of but is unable to lot so, then M Business may return day money the Clern has paid for the Services but only to but sunable to do so. Then M Business may return day money the Clern has paid for the Services but only to work the service of the Services which have been provided to the Client Client Client Client Services which have been provided to the Client Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Client Services which have been provided to the Client Clien

were not detective.

Client is not a consumer within the meaning of the CCA. M Business' liability for any defective Services it:

limited to the value of any express warranty or warranty card provided to the Client by M Business at M limited to the value of any express warranty or warranty card provided to the Client by M Business at M limited to any warranty.

Intelled to the Value of any express warranty or warranty cate provised to the client by M business at in Discharless should exclude the Goods; clienters for the Control of the Control o

(in late west and test, any accented, or act or other.)

(Intellectual Property and Confidentially)

The Client shall indemnify M Business against any claims by third parties for patent, trademark, design or copyright infingmented, directly or indirectly anising out of the design, workmanship, material, construction, or use of the Goods or any other deficiency therein. Where the Client has supplied drawings, sketches, files or logs is to M Business, the Client warrants that the drawings, sketches, files or logs is to M Business, the Client warrants that the drawings, sketches, files or logs is to M Business, the Client warrants that the drawings, sketches, files or logs is to M Business, the Client warrants that the drawings, sketches, files or logs is to M Business, the company of the contract of the Client agreement of the schiedlectual Property files to the Client. M Business sheetly arrants to the Client an inrevocable, non-exclusive and non-transferable leance to use and reproduce the Services for the purposes of this agreement orly, and solely for the operation of the Client business however, the Client shall not be contracted to such intellectual Property in connection with any work or business softer than the work or business specified in writing of the Surrises unsteas express approval is given in advance by M Business. Such increase that Bach party agrees to treat all information and ideas communicated to it by the other confidentially and agree not to deviuge 8 to any thirt party, without the other party's written consent. The parties with not copy any party information supplied, and will either return it or destroy it (together with any copies thereof) on request of the other party.

supplied, and will either return for destroy it (logether with any copies sheered) on request of the other party.

Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and and hall percent (2-5) per calendar month) (and at M Business's solid discretions such interest shall compound monthly at such a rable) after as well as before any budgment. If the Client owes M Business are not performed to the discretions of the discretions where the control of the discretions will be discretion and against all costs and discussements incurred by M Business in recovering the debt (including but not limited to limited and institutions of the discretions of the discretions and the discretions of the discretions of the discretions and the discretions of the d

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usiness may cancel these terms and conditions or cancel provision of Services at any time before the Services or commenced by giving written notice. On giving such notice M Business shall repay to the Client any money by the Client for the Services. M Business shall not be liable for any loss or damage whatever arising from such

Costs incurred (veneral rot) or a courses or you are uses as to a contract of the contract of

applicable termination fees.

Where this agreement is terminated for any reason, the Services will automatically terminate and the Client shall lose all injust to use the Web Site and products, and shall forthwith deliver any Goods to M business and destoy all copies made. The Client shall certify in writing that the copies have been destroyed.

Upon termination of his agreement, M business will immediately delete all files and content relating to the Client and the Services provided thereto.

Upon termination of this agreement, M Business will immediately delete all files and content relating to the Client and the Schriess provided theretion. Earningments for the Internation of the Management of the Internation of the Internation of the Management of the Internation of In coals small apply.

Any suspension of the Services by M Business in accordance with clause 13.3 will not constitute a termination of the agreement and M Business may require the Client to pay a reconnection fee to recommence the Services together with the relevant Changes.

The Client agrees for M Business to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client invalation to credit provided by Business.

The Client agrees that M Business may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
(a) to assess an application by the Client, and/or (b) to notify) other credit providers of address the the Status of this credit account, where the Client is in customized information with other credit providers as to the status of this credit account, where the Client is in (c) to assess the credithor/times of the Client is changing the Client's negowern thistory in the preceding two years.

The Client consents to M Business being given a consumer credit report to collect overdue payment on commercial credit.

credit. The Client agrees that personal credit information provided may be used and retained by M Business for the following purposes (and for other agreed purposes or required by):
(a) the provision of Services, and/or other ot

ng of any payment instructions, direct debit facilities and/or credit facilities requested by the Client;

processing of any payment instructions, order open tracines and/or creat facines requises of yet event, and/or place sold configuration of amounts outstanding in relation to the Services.

Listings are give information about the Client to a CRB for the following purposes: to obtain a consumer credit report:

allow the CRB to create or maintain a credit information file about the Client including credit history. Information given to the CRB may include, personal information as outlined in 16.1 above, name of the credit provider to a Service and that Ma bisenses is a current credit provider to the Client; whether the credit provider is a license; whether the credit provider is a license; whether the credit provider is a license; credit device of the credit concernmental trending the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, coverdue accounts, loan respayments or outstanding mories which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and bett recovery action commenced or inflametably that the Client no longer has any overdue accounts and M Busness has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments).

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The Client shall have the right to request (by e-mail) from M Business:

(a) a copy of the information about the Client retained by M Business and the right to request that M Business correct any incorrect informations about the client for the purpose of direct marketing.

Business will destroy personal information upon the Client's request by e-mail or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

accordance with the law.

The Client can make a privacy complaint by contacting M Business via e-mail. M Business will respond to that complaint with seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thiny (30 days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.col.gov.au.

Liability
The Client agrees that, in view of their nature, the Client's use of the Services is at their sole risk. Whilst M Business
will endeavour to ensure that the Services are of a high quality, neither M Business (nor any of their agents, contractors, licensess, employees or information providers involved in providing the Services) give any guarantee that the Services will be unintampled or fee from error. When necessary for commercial, exhibitional or other

ons:
a network or service provider connected to the Services may suspend or terminate its connection to the Services, and
the Services are suspend or terminate their connection to another network or service provider.
Client agrees that any such suspension or termination referred to in clause 17.(ii) above with not constitute a or of this agreement by this business and that the Services are provided on an "as is" basis without guarantee of

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any kind.

The Client further agrees that M Business will not be held lable for any costs, expenses, and the control in tabilities (horsecere streng) within you may be used as supperssion of the Services in accordance with the Client accordance with the Client accordance the the Client accordance with the Client accordance the the Client accordance with the Client accordance the the Client accordance with the Client accord

downtime or programming errors (auternatively in dustriess naturnly strain to minimou of the control of the con

er Jusiness and the Client agree that the Client's obligations to M Business for the supply of Services shall not se (and ownership of any Goods shall not pass) until:

Suniess and the Client agree that the Client's obligations to M Business for the supply of Services shall not see and ownership of any Goods shall not pass unit.

the Client has paid M Business all amounts owing to M Business or the Services; and the Client has paid all other obligations due by the Client to M Business in respect of all contracts between M seals of the Client's have find a other obligation of the Client's paid of the Client's paid of the Services, and the Business on respect of all contracts between M seals of the Services, and the Services, and the Services of the S

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use not passed to the Client.

Personal Property Securities Act 2009 ("PPSA")
In this clause featuring statement, linearing change statement, security agreement, and security interest has the
Upon asserting to these terms and conditions in writing the Client acknowledges and agrees that these terms and
conditions constitute a security agreement for the purpose of the PPSA and creates a security interest in all Cooks,
and/or any monetary obligation of the Client to Mit Business for Services, that have previously been provided (if any).
The Client individuals to:

The Client individuals to:

Language and the control of the control of the Client to Mit Business to the Client.

and that will be provided in the future. by M Business to the Client.

The Client undertakes to:

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-fo-clate) in all respects) which M Business may reasonably require to:

(i) register any forter document required to be registered by the PSA. or

(ii) register any other document required to be registered by the PSA. or

(iii) correct a defect in a statement referred to in clause 19.3((iii)) or 19.3((iii)).

(ii) indemnity, and upon demand remburse, M Business for all expenses incurred in registering a financing statement or financing plange statement on the Personal Property Secutiles Register established by the Control of financing change statement on the Personal Property Secutiles Register established by the Control of financing change statement in respect of a security interest whould the prior written consent of M Business.

(ii) not register in financing change statement in respect of as security interest whould the prior written consent of M Business.

(iii) not register or permit to be registered, a financing statement or a financing change statement in relation to the Condot in favour of a third party without the prior written consent of M Business.

(iii) not register or permit to be registered, a financing statement or a financing change statement in relation to the Condot in favour of a third party without the prior written consent of M Business.

(iii) The Client walves their rights as a quanter condor adult of the PSA.

The Client walves their rights as a quanter or moder adults or make their right to receive a verification statement in accordance with section 157 of the PSA.

The Client must unconditionally raffy any actions taken by M Business under clauses 19.3 to 19.5.

Subject to any express provisions to the contrary nothing in these terms and conditions.

Security and Charge
In consideration of M Business agreeing to provide Services, the Client charges all of its rights, title and intenst
(whether joint or several) in any land, neally or other assets capable of being charged, owned by the Client either
now or in the future, to secure the performance by the Client of its obligations under these terms and conditions
(including, but not limited to, the payment of any money).

The Client indemnifies M Business from and against all M Business' costs and disbusrements including legal costs
on a solicitor and one client basis incurred in exercising MB Business' fights under this clause.

The Client inveccably appoints M Business and each director of M Business as the Client's true and lawful
authority's to perform all necessary acts to jive effect to the provisions of this clause 20 including, but not limited to,
signing any document on the Client's behalf.

General
The failure by M Business to enforce any provision of three terms and coorditors shall not be tested as a waiver of that provision, nor shall it affect the Business' right to subsequently enforce that provision. If any provision of these terms are provisions shall not be affected, prejudiced or impaired, but the remaining provisions shall not be affected, prejudiced or impaired. The provisions shall not be affected to prejudiced or impaired. The provisions shall not be affected by the laws of Queensland, the state in which M Business has its principal place of business, and are subject to the jurisdiction of the Towocomba.

state in which M bissness has its principal piace of trusiness, and are suject to the jurisdiction of the Lowwonder. Occur in that statis.

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The Client agrees that M Business may arread these terms and conditions at any time. If M Business makes are through the terms and conditions, then that change will take effect from the date on which M Business makes the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for M Business to provide Services to the Client.

Nother party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storn or other event beyond the reasonable control of either party.

The Client wirest that the Jane the prover to enter into this agreement and has obtained all necessary authorisations to laive it to Go, it is not insolved that this agreement creates brinding and valid legal collegations on it.