



HOSTING SERVICE AGREEMENT

-between-

JUGGERNAUT TECHNOLOGY PTY LTD ACN 119 146 495

-and-

THE CUSTOMER

PARTIES:

1. Juggernaut Technology Pty Ltd ACN 119 146 495
of P.O. Box 175, Buninyong, Victoria 3357
("We, Us or Our")

2. The person or company named as "Customer" in Schedule 3
and having the address specified in Schedule 3
("You or Your")

3. The person (if any) named as "Guarantor" in Schedule 3
and having the address specified in Schedule 3
("Guarantor")

BACKGROUND

A. You have asked us to provide you with a web hosting and/or email
hosting and/or domain name hosting and management service.

B. We have agreed to provide you with the Service on the terms and
conditions set out in this agreement.

OPERATIVE PROVISIONS

1. Definitions

"Acceptable Use Policy" means the "Acceptable Use Policy" set out in
Schedule 1 of this agreement, as amended or updated on Our Website
from time to time.

"Charge" means the charges for our Services as listed in Schedule 2 to
this agreement, or as detailed on Our Website from time to time or
agreed between us in writing.

"GST" means:

- (a) the same as in the GST law;
- (b) any other goods and services tax or any tax applying to this
transaction in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge under a
law of such a tax.

"GST law" means the same as GST law in A New Tax System (Goods and
Services Tax) Act 1999.

"Guarantor" means the guarantor named in Schedule 3 to this agreement.

"Our Website" means <http://www.juggernaut.com.au/>

"Penalty Interest" means interest on any money overdue during the period
of default calculated on a daily basis at a rate 2% higher than the rate for

the time being fixed under section 2 of the Penalty Interest Act 1983 as
at the date of default [refer to [http://www.justice.vic.gov.au/wps/wcm/
connect/DOJ+Internet/Home/Fines+and+Penalties/Fines/JUSTICE+-
+Penalty+Interest+Rates](http://www.justice.vic.gov.au/wps/wcm/connect/DOJ+Internet/Home/Fines+and+Penalties/Fines/JUSTICE+-+Penalty+Interest+Rates) for the current rate].

"Service" means the web hosting and/or email hosting and/or domain
name hosting and management service or services as specified in
Schedule 3 to this agreement.

"Terms and Conditions" means these terms and conditions of this
agreement, as amended from time to time.

"Upload Materials" means all information, data, text, logos, audio, images,
movie clips and other content forming part of your website or emails, or
which you supply to us or someone else supplies to us on your behalf.

2. Terms and Conditions

2.1 In consideration of you agreeing to pay the Charge to us, we agree to
provide the Service to you, on the basis of these Terms and Conditions.

2.2 By continuing to use or accept the Service after you receive or read a
copy of these Terms and Conditions, you are deemed to accept the Terms
and Conditions as the basis on which the Service is provided to you, even
if you have not signed them.

2.3 From time to time we may change the Terms and Conditions. We
must notify you of the change by sending you a copy of the new Terms
and Conditions, or by placing a copy on Our Website. The new Terms and
Conditions will take effect 7 days after giving you such notification. You
must then either comply with the amended Terms and Conditions, or to
cease using the Service.

2.4 If the Service includes domain name registration, renewal or
re-delegation then you agree to be bound also by the terms and
conditions and dispute resolution policies published from time to time by
the authorities responsible for the domain within which the domain name
is to be registered. Links to the relevant terms and conditions and policies
may be found on Our Website including but not limited to this page:
<http://www.juggernaut.com.au/domreg/>

3. Term of this agreement

3.1 This agreement commences on whichever is earlier of the date that
you apply to us for provision of the Service, the date that we first provide
the Service, or the date that you sign this agreement.

3.2 This agreement continues until it is terminated in accordance with the
termination provisions of this agreement.

4. Service



4.1 We will decide at our sole discretion the physical location from which the Service will be provided.

4.2 You grant us all rights, permissions and licences necessary for us to legally view, copy and store Upload Materials and other data relating to the Service to the extent necessary to allow us to provide the Service to you and to otherwise perform our obligations under this agreement.

4.3 We will from time to time make a back up of your Upload Materials relating to the Service and in the event of data loss we will endeavour to restore data from our back up. However, you acknowledge that we make no promise that the data will be stored reliably on our equipment, and the responsibility for maintaining back ups of your data rests solely with you.

4.4 You are responsible to ensure that any confidential information forming part of the Upload Materials is securely encrypted by you before being provided to us or transferred across the internet.

4.5 If the Service includes domain name registration, renewal or re-delegation then to enable us to provide that Service:

- (a) you agree to sign any authority form any domain name authority may require to be signed;
- (b) you appoint us (and our authorised representatives) throughout the term of this Agreement as your attorney to sign any such forms, and as your agent in all matters relating to the administration and management of your domain name or names;
- (c) you acknowledge that we must provide the information contained in Schedule 3 to this agreement to a domain name authority and that this information may become publicly available.

5. Payment

5.1 You must pay our Charge, plus GST, within 30 days of us sending a tax invoice to you.

5.2 As it is your responsibility to choose a secure password, keep it secure, and change it from time to time, you must pay our Charge even if it was incurred as a result of unauthorised use of your password.

5.3 You are responsible to pay for the installation of any equipment needed to access the Service, such as a computer, modem and telephone line.

5.4 If you dispute all or any part of an amount claimed in a tax invoice sent to you pursuant to this agreement, you must still pay the undisputed portion by the due date. The dispute regarding the remainder may be referred to the dispute resolution procedure set out in this agreement.

5.5 You must pay Penalty Interest on any amounts which you owe to us but are unpaid at the expiry of our payment terms, until the amount is paid.

5.6 If you choose "credit" as your method of payment, then no credit terms are given and payment must be made immediately upon the earlier of the beginning of your billing cycle or us sending you an invoice.

5.7 You consent to us obtaining personal information about you, including information about your credit worthiness and activities, from a credit reporting agency to enable us to assess an application for credit from you, or to assist us in collecting payments which are overdue. In accordance with the Privacy Act 1988, we may report to a credit reporting agency that you have defaulted on the trading terms of this agreement, and/or that it is necessary to hand your account over to a collection agency to obtain payment.

5.8 We are not obliged to refund any advance payments made by you.

6. Warranties and liabilities

6.1 We do not warrant that:

- (a) the Service will be uninterrupted or free of error;
- (b) the Service will meet your requirements;
- (c) the Service will be free from unauthorised access by third parties, such as hackers, or by anyone having unauthorised access to our systems;
- (d) Upload Materials or other data (including credit card details) will be stored securely on our equipment.

6.2 Subject to the following paragraph, any condition or warranty which would otherwise be implied in this agreement is excluded.

6.3 Where legislation implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of or liability under such condition or warranty, the condition or warranty is deemed to be included in this agreement. However, our liability for any breach of such condition or warranty shall be limited, at our option, to:

- (a) the supplying of the Service again; and/or;
- (b) the payment of the cost of having the Service supplied again.

6.4 Subject to the previous paragraph, we are not liable to you or any other person for:

- (a) any loss (including loss of profit or consequential damage) arising from our supply or failure or delay in supplying the Service.
 - (b) the content of any communications made using the Service.
 - (c) the confidentiality of any information.
 - (d) loss caused by any software applications, whether created by us or by a third party, forming part of the Service.
- unless it results from our own fraudulent, negligent or unlawful behaviour.

6.5 You warrant that:

- (a) at the time of entering into this agreement you do not rely on any representation made by us not expressly stated in this agreement, or on any descriptions or specifications contained in any other materials which we have produced or have been produced for us, such as catalogues, publicity material or on OurWebsite..
- (b) you will regularly conduct tests and computer virus scans necessary to ensure that the Upload Materials do not contain any computer virus, and will not corrupt our data or systems or that of any other person.
- (c) you will keep any access password secure.
- (d) you hold and will continue to hold copyright in the Upload Materials, or that you have a licence and will continue to have a licence to do so.

6.6 You acknowledge that we do not vet or approve any information which you provide to us, and cannot accept liability arising from any of that information. You undertake not to supply any Upload Materials which are illegal or defamatory.

6.7 You indemnify us against all loss that we may directly or indirectly suffer as a result of:

- (a) your breach of these terms.
- (b) the use or misuse of the Service by you or by any person using your account.
- (c) defamatory, offensive or unlawful material in the Upload Materials or published on any website forming part of your Service.

6.8 You agree to obey our Acceptable Use Policy.

6.9 You are responsible to respond to any complaints or enquiries arising from the Upload Materials or our provision of the Service.

7. Suspension of Service

7.1 We may suspend the Service at any time without notice, or deny access to the Service:

- (a) during any technical failure, modification or maintenance involving the Service, but we must endeavour to resume the Service as soon as reasonably practicable.
- (b) if you breach any of these Terms and Conditions, including failure to pay any Charge due.



7.2 You may remain liable for the Charge due throughout any period of suspension.

7.3 We may remove, amend or alter any Upload Materials, without notifying you first, if we become aware of any claim, allegation or finding of any Court of law or other competent body, that any part of the Upload Materials are illegal, defamatory, offensive or in breach of a third party's rights.

8. Domain names

8.1 This clause applies if you have requested that we register, re-delegate, host or manage a domain name on your behalf.

8.2 You must pay in advance any registration or delegation fee imposed by a domain name authority.

8.3 We make no representation that your chosen domain name is available for registration or use by you.

8.4 You nominate us as the authorised billing contact for your domain name with the domain name registrar.

8.5 You authorise and direct us to renew your domain name registration upon receipt of renewal notification from the domain name registrar, and to invoice you for that charge.

8.6 You indemnify us against all losses arising from your registration and use and renewal of registration of your domain name.

9. Termination

9.1 Either party may terminate this agreement at any time by giving 1 month's notice in writing to the other party. Any notice of termination which you give us will only be effective if you simultaneously pay our Charge up to and including the date on which the termination will take effect. We must provide the Service up to and including the date on which the termination will take effect.

9.2 We may terminate the agreement immediately if any of the following terminating events occurs:

- (a) you breach or threaten to breach any of your material obligations under this agreement.
- (b) any type of insolvency administrator is appointed in respect of your property or affairs.
- (c) you enter or propose to enter into any scheme, composition or arrangement with any of your creditors.

9.3 If the Service includes two or more of a web hosting, email hosting or domain name hosting and management service, and you terminate this agreement in relation to one of these services, then we may, at our option, also terminate this agreement in relation to the other services.

10. Confidentiality

10.1 A party will not, without the prior written approval of the other party, disclose the other party's confidential information.

10.2 A party will not be in breach of the previous paragraph in circumstances where it is legally compelled to disclose the other party's confidential information.

10.3 Each party will take all reasonable steps to ensure that its employees and agents, and any subcontractors engaged for the purposes of this agreement, do not make public or disclose the other party's confidential information.

10.4 Notwithstanding any other provision of this clause, a party may disclose the terms of this agreement, other than confidential information of a technical nature, to its related companies, solicitors, auditors, insurers

and accountants.

10.5 This clause will survive the termination of this agreement.

11. Notices

11.1 All notices which are required to be given under this agreement shall be in writing and must be sent:

- (a) in our case, to the address published on Our Website from time to time
- (b) in your case, to an address set out in Schedule 3 to this agreement, or to such other address as the recipient may have specified in writing.

11.2 Notices may be by email, fax or by prepaid letter.

11.3 Any notices shall be deemed to have been served when:

- (a) delivered.
- (b) 48 hours after posting if by prepaid letter.
- (c) when despatched, if sent by fax or email.

12. Assignment

12.1 You must not assign, in whole or part, any of your rights or obligations under this agreement, without our prior written consent.

13. Entire agreement

13.1 This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Service.

13.2 No addition to or modification of any provision of this agreement is binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

14. Law

14.1 This agreement shall be governed by and construed in accordance with the laws for the time being enforced in the state of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that state.

15. Waiver

15.1 No forbearance, delay or indulgence by a party enforcing the provisions of this agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

16. Severability

16.1 Should any part of this agreement be or become invalid, that part shall be severed from this agreement.

16.2 Such invalidity shall not affect the validity of the remaining provisions of the agreement.

17. Dispute resolution

17.1 Any dispute or difference arising in connection with this agreement shall be submitted to arbitration in accordance with and subject to the rules for the conduct of commercial arbitrations of the institute of arbitrators and mediators, Australia.

17.2 During such arbitration, both parties may be represented by a duly qualified legal practitioner.



18. Guarantee

In consideration of us having agreed to provide the Service to the Customer named in Schedule 3 to this agreement, the Guarantor hereby jointly and severally covenants and agrees with us as follows:

18.1 The Guarantor hereby unconditionally guarantees to us the due and punctual payment of the Charge and any other amounts payable pursuant to the Terms and Conditions, and the performance of all the Terms and Conditions, at the time and in the manner required.

18.2 If any of the obligations hereby guaranteed shall not be enforceable against you, this guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies us in respect of any failure by you to make payment or perform or observe any covenant obligation term or condition.

18.3 This Guarantee shall be without prejudice to and shall not be affected nor shall any of our rights or remedies against any Guarantor be in any way prejudiced or affected by any of the matters following:-

- (a) any security negotiable or otherwise which may now or hereafter be held from you or any Guarantor or any person in respect of any sum hereby guaranteed;
- (b) any release variation exchange renewal or modification made or any other dealing by us with any judgement specialty instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by us (in respect of all or any of the monies or obligations hereby guaranteed) or any agreement at any time to all or any of such matters or any refusal or omission by us to complete enforce or assign any such judgement specialty instrument negotiable or otherwise or other security;
- (c) any time given to you or any other person in connection with the payment of any debt or obligation hereby guaranteed or other indulgence granted to or composition compromise or arrangement made with you whether with or without the consent of or notice to the Guarantor;
- (d) the fact that any monies hereby guaranteed or any part thereof may not be recoverable or may cease to be recoverable or that you may be discharged from any obligations to make payment for any reason other than that payment has been made;
- (e) the fact that any negotiable or other instruments or securities may be in circulation or outstanding;
- (f) the death lunacy or bankruptcy of any individual Guarantor or the administration in insolvency of any corporate Guarantor;
- (g) this guarantee is independent of and in addition to any other guarantee or security held or to be held by us for all or any of the indebtedness or liability of you and no Guarantor will in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part thereof.

18.4 Any demand or notice hereunder may be signed by our solicitors and may be served by delivering it to the Guarantor to whom such notice or demand is addressed or by posting it by prepaid certified letter posted to them at their address appearing herein or as notified to us in writing and if posted such demand or notice shall be deemed to have been served on the day following the date of posting provided however that the making of a demand shall not be a condition precedent to the liability of the Guarantor hereunder.

18.5 This Guarantee shall be a continuing guarantee for the purposes of securing the payment of the whole of the monies and damages as aforesaid and the performance of the whole of the covenants obligations terms and conditions as aforesaid notwithstanding any partial payment or performance thereof.

18.6 This Guarantee shall bind each corporate Guarantor and its successors and each individual Guarantor and his or their personal representative and the liability of the Guarantors (if more than one) shall be joint and several.

SCHEDULE I

Acceptable Use Policy

1. You are solely responsible for the content of any postings, data, or transmissions using the Service, or any other use of the Service by you or by any person or entity who you permit to access the Services.

2. You are prohibited from interfering or attempting to interfere with the service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of such prohibited activity include without limitation:

- (a) sending or receiving massive quantities of data (i.e. "flooding" with ICMP, SMTP, or any other type of traffic that exceeds accepted norms of size and/or frequency) with the intent of filling circuits, overloading systems, and/or crashing hosts
- (b) attempting to attack or disable any user, host, or site
- (c) using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host, system, or site (for example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or Trojan horses).

3. You are prohibited from intentionally or negligently using the service in such a way as to burden our servers' disk space, CPU, network or other resources or to effectively use our resources to cause a "denial of service" for other of our customers or those connected to other systems or servers on the Internet.

4. You are prohibited from intentionally or negligently injecting false data into the Internet including without limitation impersonating another user, falsifying header information, user identification information or incorrect DNS information.

5. You are responsible for educating yourself and configuring the Service in a secure manner. Should systems at a user's site be violated, the user is responsible for reporting the violation and then fixing the exploited system.

6. You must not send unsolicited bulk e-mail or "spamming", including without limitation the distribution of electronic messages for commercial, informational, advertising, political, or religious purposes and the distribution of chain letters, pyramid schemes, and hoaxes.

7. You must not use the Service for unlawful purposes (including without limitation infringement of copyright, patent, trademark, or other intellectual property right, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity or defamation).

8. You must not use our equipment or the Service in any manner that violates any applicable law, regulation, treaty, or tariff.

9. You must not use our equipment or the Service for the propagation of computer worms and viruses, the use of shell servers or egg drop servers, the use of IRC "bots" and IRC servers, or any other actions deemed by us to be damaging to our reputation and our ability to service our clients.