



# STAR SOLUTIONS PTY LTD

## Website Clients: Terms and Conditions

### 1. DEFINITIONS

"Star" means Star Solutions Pty Ltd

"Customer" means the company or entity identified in Star's Quotation or Invoice.

"Contract" means a contract for sale by Star to the Customer of the products and/or services.

"Third-Party Products" means software licences purchased by the customer from Star for which Star is not the original manufacturer

### 2. CHARGES & PAYMENT OF WEBSITE PLAN FEES

**2.1** You shall pay all website plan fees or charges to your account in accordance with the setup and ongoing fees and charges, and billing terms in effect at the time a fee or charge is due and payable. The amount payable will be equal to the setup and ongoing charges related to your plan plus any third-party product costs and overages. (Overages are charges incurred for going over your website plan term allotment). Payments are made, in advance, consistent with the Initial Term (the first Plan Term), or as otherwise mutually agreed upon. You are responsible for paying for all licences ordered for the entire Plan Term, whether or not such plans are actively used. You must provide Star with a valid credit card or approved purchase order information as a condition to signing up for the Service.

**2.2** Subsequent additional third-party product licences will be charged pro rata with a minimum charge of one month.

**2.3** Star reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by email. All pricing terms are confidential, and you agree not to disclose them to any third party.

**2.4** Any and all fees paid in advance are not refundable if you cease to use the Service.

### 3. NON-PAYMENT AND SUSPENSION

In addition to any other rights granted to Star herein, Star reserves the right to suspend or terminate this Agreement and your access to the website, if your account becomes delinquent (falls into arrears). **Access to the Administration interface** will be suspended immediately if an invoice is delinquent and is re-enabled when such delinquent invoices are paid in full. Star reserves the right to **suspend or terminate your public website** if delinquent invoices are overdue by 28 days. Delinquent invoices are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension.

If you or Star initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Cost section above. You agree that Star may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Star reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Star has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 28 days or more delinquent.

### 4. WARRANTY DISCLAIMER

The service is provided on an "as is, as available" basis. Neither Star nor any of its partners makes any warranties, express or implied, with respect to the services or any content or products, and hereby disclaims any implied warranties, including, without limitation, those of merchantability, fitness for a particular purpose and non-infringement.

### 5. LIMITATION OF LIABILITY

In no event shall Star or our partners be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the site, the use or the inability to use the service or this agreement (however arising, including negligence). The entire risk as to the quality and performance of the webpages and website is with the Customer.

### 6. INDEMNITY

Customer agrees to indemnify and hold Star, its parents, subsidiaries, affiliates, officers, employees and service providers and partners ("Partners"), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the following: Your use of the services, use of website(s) by any third party, purchase or use of Your products or services, Your use of information about Star obtained via the design and development services You contracted us to provide, the violation of this Agreement by You, or the infringement by You, or any third party using Your website(s) of any intellectual property or other right of any person or entity. Customer further agrees to immediately remove any copyright material submitted by Customer to Star upon notice from Star. Although our work and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by the sender or the individual generating the transfer of files or communication for any loss or damage arising in any way from its use.



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### 7. COPYRIGHT & OWNERSHIP

The finished assembly of web pages produced by Star and graphics shall be considered a "work for hire", to be vested with the Customer only upon final payment, including but not limited to design, photos, graphics, customers, and text, which have been specifically designed for the Customer, PROVIDED that rights to work-up files and computer programs shall remain the property of their respective owners.

Customer further agrees to immediately remove any material submitted by Customer to Star and subject to claim of ownership by third parties upon notice from Star.

Star retains the right to display representative samples of graphics and other Web design elements produced by Star as examples of their work in their respective portfolios for their own marketing, advertising, or promotional materials.

The Customer represents to Star and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Star for inclusion in webpage's are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Star and its subcontractors from any claim or suit arising from the use of such elements furnished by the Customer.

### 8. STAR PROPRIETARY RIGHTS

Customer acknowledges and agrees that the sites and service and any necessary software used in connection with the sites or service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that content on the sites or presented to you through the Service is protected by copyrights, trademarks, patents and other proprietary rights and laws. Except as expressly authorized by Star, you agree not to sell, distribute or create derivative works based on the sites, service or software, in whole or part.

### 9. ACCOUNT TERMINATION

Customer's website may be terminated at any time by a written notice from the Customer 30 days before the renewal date. Customer will not be refunded for any prepaid amount. Upon cancellation, Star will make a backup copy of the Customer's website, excluding Customer's client data. Reinstating the website will be treated as a new project and is subject to Star's regular rates. Customer's charges will cease upon the next billing cycle given that the Customer has submitted a cancellation request 30 business days in advance. If the customer fails to submit the request in this timeframe, the cancellation will take effect on the following billing cycle.

### 10. UPGRADES, SUPPORT & NOTICES

From time to time, Star may (and has the right to) send Customer information and offers about upgrades, documentation and other services offered by Star and its Partners. Notwithstanding the foregoing, under no circumstances will Star or any of its Partners have any obligation to provide Customer with upgrades, enhancements, or modifications, for the Services or Sites.

### 11. GOVERNING LAW

These Terms and Conditions shall be subject to the laws of the State of South Australia.

### 12. SEVERABILITY

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.