



PaydirtMedia^{PTY LTD}

ACN 063 985 133

ABN 47 063 985 133

Suite 9, Level 1, 1297 Hay Street, West Perth WA 6005
PO Box 1589, West Perth WA 6872
AUSTRALIA

Telephone: + 61 (0) 8 9321 0355
E-mail: mailbox@paydirt.com.au

Facsimile: + 61 (0) 8 9321 0426
Website: www.paydirt.com.au

TERMS & CONDITIONS – INCLUDING ONLINE TERMS & CONDITIONS

Please read this agreement carefully before accessing or using the information and services available through our websites. By accessing or using any part of our websites, you agree to be bound by the terms and conditions below.

Paydirt Media Pty Ltd (Paydirt) reserves the right, at its sole discretion, to change, modify, add or delete portions of these terms and conditions at any time and you should therefore periodically review this page. Such modifications shall be effective immediately upon posting the modified agreement on our main web page.

Privacy Policy

Our comprehensive Privacy Policy is available on our main web page and forms part of these terms and conditions.

Anti-spam notice

Publication of electronic addresses on our publications, websites and/ or promotional materials is for the purpose of professional communications only and must not be used to infer consent by Paydirt or the relevant addressees, to the receipt of unsolicited commercial electronic messages.

Copyright and trademarks

Copyright in the materials and trademarks on our publications, websites and/ or promotional materials are owned by Paydirt unless otherwise indicated and you agree not to infringe any intellectual property rights owned by Paydirt.

Information for personal, non-commercial use only

You agree that information contained on our publications, websites and/ or promotional materials is for personal use only and may not be sold, redistributed or used for any commercial purpose (this includes but is not limited to the use of client's contact details for unsolicited commercial correspondence). You must not use our publications, websites and/ or promotional materials for any purpose that is unlawful or prohibited by these terms of use.

You may download material from websites for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from our websites including code and software.

You may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on our websites for establishing, maintaining, advancing or reproducing information contained on our websites on your own website(s) or in any other publication(s), except with our prior written consent.

Information does not represent professional advice

The information on this web site is provided on an "as is" basis. You acknowledge and agree that information published by Paydirt is only intended to provide general information on legal and other issues.

Paydirt does not endorse or recommend any of businesses published on its publications, websites and/ or promotional materials. Paydirt also strongly recommends that prior to entering into any agreement with us via our websites, that you obtain your own independent legal, accounting, financial or taxation advice as appropriate. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, products, services, and other information provided through our publications, websites and/ or promotional materials, or on the Internet generally.

In no event will Paydirt be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from our publications, websites and/ or promotional materials.

Paydirt, its officers, employees, agents, advisers, and any other associated entities and individuals:

- are not responsible, or liable for, the accuracy, currency and reliability of any information appearing on our publications, websites and/ or promotional materials;
- make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters contained in our publications, websites and/ or promotional materials will prove correct;
- expressly disclaim any and all liability arising from the information contained in our publications, websites and/ or promotional materials including, without limitation, errors in, or omissions contained in that information;
- except so far as liability under any law cannot be excluded, accept no responsibility arising in any way from errors in, or omissions from our publications, websites and/ or promotional materials, or in negligence;
- accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing any reliance on the contents of our publications, websites and/ or promotional materials;
- assume no duty of disclosure or fiduciary duty to any interested party.

Payments, cancellations & refunds

Cash, cheques, electronic funds/ telegraphic transfer, and all major credit cards are all acceptable methods of payment. Our normal terms of payment are full payment within 14

(fourteen) days from the date of the invoice, with some exceptions applying to certain payments for a number of our products and services, which will be stipulated on either their relevant web pages and/ or agreements.

Credit card payments over the Internet are processed through a external secure payment gateway, currently eWAY (www.eway.com.au). As such Paydirt Media Pty Ltd does not have direct control of the delivery of this service, and does not store any credit card information, other than that needed to match credit card payments to their relevant transactions.

Refund and cancellation policies are specific to each of our products and services. Please refer to the relevant product/ service page/ agreement for the refund and cancellation policies specific to the product/ service.

No guarantees as to the service

Unless otherwise stated, the services featured on our websites are available within Australia as well as internationally. Paydirt provides no warranty to you that the services generally available through its websites will be uninterrupted or error-free or that defects in the service will be corrected. You also understand that Paydirt cannot and does not guarantee or warrant to you that files available for downloading through our websites or delivered via electronic means will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to our websites for the reconstruction of any lost data.

No guarantees as to security of your information

While Paydirt takes all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on Paydirt's systems or on Paydirt's websites. Paydirt disclaims all liability to you to the greatest extent possible pursuant to law should this occur.

Communications

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us links on our websites, or via our printed or other electronic materials.

Force majeure

No party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

Waiver & indemnification

Failure of any party to insist upon strict performance of any provision of this or any agreement or the failure of any party to exercise any right or remedy to which it, he/ she or they are entitled

hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any agreement. No waiver of any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by all parties.

You agree to indemnify, defend and hold harmless its officers, employees, agents, advisers, and any other associated entities and individuals, from any loss, liability, claim, demand, damage or expenses (including reasonable solicitor's fees) asserted by any third party due to or arising from or in connection with your use of our publications, websites and/ or promotional materials, or your conduct on our websites, or messages posted or transmitted by you via electronic or other means. Paydirt reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnification obligations.

General provisions

If any part of this agreement is held invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.

Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement.

The laws governing this agreement will be the laws in Western Australia and you irrevocably submit to the exclusive jurisdiction of its Courts and its Appellate Courts and the jurisdiction of the Federal Court of Australia sitting in Western Australia.