

A. Clickpoint Media is a provider of marketing solution services.

B. The client has requested Clickpoint Media to provide marketing services.

C. Clickpoint Media agrees to provide marketing services to the client on the terms and conditions set out in this agreement, including its scope of ser.

IT IS AGREED: 1. Term of Agreement This agreement will commence on the Commencement Date and will continue either to the Termination Date if a termination date is specified, or alternatively will continue from month to month provided that either party may terminate this agreement in accordance with clause 14. 2. Services During the Term, and in consideration for payment of the Weekly, Fortnightly or Monthly fee and of any other sums payable under this Agreement by the client, Clickpoint Media will, during the Term, provide the client with the Marketing Services set out in Schedule A, paragraph 1, within the Service hours set out in Schedule A, paragraph 6. 3. Confidential Information During the course of any dealings with the Supplier and/or any Clickpoint Media Entities confidential information may be shared between the parties. Confidential Information means information/material relating to a party which comes into the possession or knowledge of the other party, and includes but is not limited to, strategic, corporate and financial information. A party to the Confidential Information agrees that during the term of the agreement, and at all times after that, they will not disclose any Confidential Information, directly or indirectly, to any third party. 4. Client Responsibility The client must 4.1 Comply with Clickpoint Media 's reasonable requests In relation to the provision of information in order for Clickpoint Media to provide the Marketing Services. 4.2 Provide safe access to the client's premises in order for Clickpoint Media to provide the services. Supplier Agreements 4.1.1 The supplier agreements that are created by Clickpoint Media for the client during the contract period will expire upon the termination of this agreement and the client cannot pursue the suppliers for the same or similar agreements directly without written approval from Clickpoint Media . 5. Relationship between parties 15 For the avoidance of doubt, nothing in this agreement or in the relationship between Clickpoint Media and the client is intended to or shall be taken to give rise to, any relationship of employment or of principal and agent or of partnership or joint venture. 6. Governing Law The Supplier controls and operates its services in Sydney, NSW Australia. These Terms & Conditions are governed by the parliament laws of Australia. You and the Supplier agree to submit to the non-exclusive jurisdiction of the courts of Australia. You hereby waive any and all jurisdictional and venue defences that might otherwise be available to you. 7. Fees and Payments All prices are exclusive of GST unless otherwise specified. Prices displayed on the Site are current at the time of issue, but may change at any time and are subject to availability. Prices and availability of items are subject to change without notice. Where permitted, we reserve the right to limit sales. You may enter into either an Adhoc or Retainer arrangement with the

Supplier, for the supply and payment of services. For all arrangements, advance payment is required from You to the Supplier. Adhoc arrangements require part payment in advance, with the remaining amount being paid to the Supplier prior to selected services being completed. In any event, any payments that become overdue may be collected through debt collection services, at the expense of You. Further, overdue payments will attract interest at a rate in line with the current local court interest rate accruing from the day that the payment becomes due until full payment is received by the supplier. In the event that any payment becomes overdue, the Supplier will immediately cease work until such date as payment is made. For the avoidance of any doubt, the Supplier and/or Clickpoint Media Entities will not be liable for any loss or damage you may suffer due to the fact that the Supplier was exercising their right under this clause. Further, you agree to indemnify and keep indemnified the Supplier and/or Clickpoint Media Entities against all costs and disbursements, including legal costs, incurred by the Supplier as a result of any defaults on payment. All prices are in the Australian Dollar.

8. Disclaimer of Earnings Any business opportunities or money-making opportunities that the Supplier and/or any Clickpoint Media Entities may inform You of from time to time are entered into by You, on the understanding and agreement that no representation or guarantee has been given in relation to earning potential. Any earnings, revenue or income statements are based on actual individual results and/or estimates as may be stated. The supplier and the Clickpoint Media Entities do not guarantee that You or any client will receive the same results as the estimates and results that may be posted from time to time on the Site. Individual results will vary and will be based on an infinite number of variables. For the avoidance of any doubt, there are no guarantees concerning the level of success You may achieve.

16 The Supplier does not make any assurances that any prior successes or past results referred to on this Site will apply in your situation. Further, in any case, that You do rely on any figures or results posted on this Site, You accept and understand the full risk of doing so and will not hold the Supplier and/or Clickpoint Media Entities personally liable for any means whatsoever. All information, products and services provided by the Supplier and/or Clickpoint Media Entities are intended for educational and informational purposes only. The use of any information, products or services provided by the Supplier and/or Clickpoint Media Entities should only be used based on your own due diligence. The Supplier and/or Clickpoint Media Entities recommend that You always consult your personal legal, financial and other qualified professional advisors for an independent analysis. You agree that the Supplier and/or Clickpoint Media Entities are not responsible for any losses or damages resulting from your use of any link, information or opportunity contained within Clickpoint Media or within any information disclosed by the Supplier and/or Clickpoint Media entities in any form whatsoever.

9. Dispute Resolution In the event that You are not satisfied with the Supplier and/or Clickpoint Media Entities You must initially attempt to resolve the dispute internally. You must notify the Supplier and/or Clickpoint Media Entities of the dispute and seek discussion and compromise to resolve the dispute. If the dispute is not able to be resolved internally, through informal means, then

You must partake in mediation to resolve the dispute, on the same terms as those ordered by the Supreme Court of New South Wales and the costs of the mediation shall be borne equally by You. Only once You have attempted to resolve the dispute through the above-specified methods may You pursue other methods.

10. Indemnity You agree to indemnify and will keep the Supplier indemnified against any claim, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by the Supplier in connection with your use of this site, your breach of these T&C's or your breach of any rights of third parties.

11. Intellectual Property Intellectual Property developed throughout the Supplier's dealings with You remains the property of the Supplier unless specifically stated otherwise. Any use of any of the Supplier's and/or Clickpoint Media Entities Intellectual Property were not authorised, is a direct breach of these terms and conditions and may attract future implications, including but not limited to legal action. Further, it is a strict breach of these T&C's, for You to share any Intellectual Property with the Supplier and/or Clickpoint Media Entities which they do not legally own the rights to. Any such act will result in, amongst other possible action, the immediate termination of the existing Agreement between the Supplier and You.

12. Cancellation Policy 17 The Supplier and/or Clickpoint Media Entities, may at their sole discretion, allow you to cancel any contract you may have with them. The intention to cancel any Agreement between the parties must be given at least 60 days before you intend to cease paying for the services provided. Once an intention to cancel an Agreement has been submitted to the Supplier and/or Clickpoint Media Entities, they may approve this cancellation. If this cancellation is approved you will be liable to pay a cancellation fee and/or the remaining amount of the balance due on the Agreement. You agree that you remain liable for all charges that are incurred up to the time when the Agreement has been cancelled by the Supplier and/or Clickpoint Media Entities. Refunds may also be approved under certain circumstances, by the Supplier and/or Clickpoint Media Entities. For the avoidance of any doubt, budgeted amounts that have already been spent by the Supplier and/or Clickpoint Media Entities will not be refunded under any circumstances. If you are a party to a reoccurring Agreement with the Supplier and/or Clickpoint Media Entities, you must give at least 30 days notice, before the end of your current Agreement, if you do not wish to continue your Agreement with them. If you do not notify the Supplier and/or Clickpoint Media Entities of your intention to end your Agreement it will be automatically renewed at the end of each period. The Supplier and/or Clickpoint Media Entities, reserves the right, to restrict, suspend or terminate your Agreement with them at any time for any reason, without prior notice or liability. Further, the Supplier and/or Clickpoint Media Entities may change, suspend or discontinue all or any aspect of the services that may be provided through your Agreement with them.

13. Applicable Law, Jurisdiction and Severability Access to and use of these T&C's are governed by the laws of Australia without giving effect to any conflicts of law or choice of laws principles. Any proceeding or legal action relating to your use, or access of the Site or compliance with these T&C's shall be in the jurisdiction of the courts of Australia. You hereby waive any and all jurisdictional

and venue defences that might otherwise be available to You. If any provision of these T&C's or the application of any such provision to any person or circumstance is held illegal, unenforceable, or invalid for any reason whatsoever, the remaining provisions of these T&C's and the application of such provisions to other persons or circumstances shall not be affected. To the fullest extent possible, the court finding such provision illegal, unenforceable, or invalid shall construe and modify the provision so as to render it enforceable and valid as against all persons or entities and to give the maximum possible protection to persons subject to indemnification within the bounds of legality, enforceability and validity.

14. Variation & Assignment This Agreement may not be changed or modified in any way after it has been signed except in writing signed by or on behalf of both parties.

15. Force Majeure The non-performance or delay in the performance by a party of any obligation under the agreement is excused during the time and to the extent that such performance is prevented by a circumstance or event beyond its reasonable control ("force majeure event") including without limitation weather conditions, power failure, telecommunications failure, technical failure, maintenance requirements, inability to access the client's premises, acts or omissions of third parties, provided that the party affected by the force majeure event uses its best endeavours to perform as soon as possible, its obligations under the agreement.

16. Restraints of Conduct Clickpoint Media will not, either on its own account or on behalf of another person or entity, except with the client's express written permission:- Approach any employee of or consultant to the client for the purpose of enticing any such person to leave the employment of the client, or to desist from contracting to the client, either during the Term or for a period of twelve (12) months after the termination of this Agreement (for any reason); or, Solicit, canvass, approach or accept an approach from any person or entity that was during a period commencing twelve (12) months prior to the termination of this Agreement for whatever reason, a customer of the client with a view to obtaining custom or establishing a relationship with that person or entity in connection with the provision of Clickpoint Media .

17. Limitation of liability Our total liability to You (if any) in connection with our Site, or with these T&C's or any goods or services supplied under them, will be limited to your discontinued use of the Site. To the maximum extent permitted by any applicable law, the Supplier, the Clickpoint Media Entities and any other party (whether or not involved in the creation, maintenance, development or delivery of the Site) and the directors, officers, managers, employees, members, shareholders or agents of the Supplier and/or the Clickpoint Media Entities exclude all and any liability and responsibility for any amount or kind of loss or damage of whatsoever nature or kind that may result to You or a third party in connection with the Site in any way whatsoever or in connection with the use, inability to use or the results of use of the Site, including without limitation actions or activities resulting from the use of resources presented on the Site, any websites linked to the Site or the material on such websites, including but not limited to loss or damage due to viruses that may affect your computer

(including but not limited to computer equipment, software, data) or any other property on account of your use of or access to or browsing or downloading and/or uploading of any material of the Site or any website linked to the Site. Further, the Supplier and/or Clickpoint Media Entities will not be held liable for server outages, including but not limited to software failure, hardware failure or internet connection failure. The Supplier and/or Clickpoint Media Entities will not be held responsible for any losses or damages that may occur due to these server outages. 19 Nothing in these T&C's shall limit or exclude the Suppliers or the Clickpoint Media Entities' liability in jurisdictions which do not allow the limitation or exclusion of liability for consequential or incidental damages. In such jurisdictions, the Supplier and/or the Clickpoint Media Entities liability shall be limited by the maximum extent permitted by law. 18. Registration All information provided to the Supplier and/or Clickpoint Media Entities must be complete, accurate and current information. The Supplier and/or Clickpoint Media Entities may at any time change the key-words used in any search engine marketing campaign, without giving you notice. By continuing the use of this Site you agree to comply with any additional copyright notices, information, or restrictions contained in any keywords or other material available on or accessed through the Site. By submitting information to the Supplier and/or Clickpoint Media Entities you are granting an irrevocable right to edit, copy, publish, distribute and otherwise use any such content that is posted. All risk and responsibility attached to the distributing of any information on the public domain remain, at all time, with you. You represent and warrant that you are authorised to grant all the preceding rights, and those set out throughout these T&C's by continued use of the Site. Further, you understand that if you have the Supplier and/or Clickpoint Media Entities build or makeover your existing website, you will be required to supply the registry key for your domain name. The responsibility of providing this registry key to the Supplier rests solely with you. Further, you understand that any delay in the supply of this registry key, will delay publication of the website. Any delays that may arise due to this are solely the responsibility of you, and the Supplier and/or Clickpoint Media Entities will not accept any responsibility for any damages or losses suffered by as a result of any delay and/or the registry key.

Contacting us

For more information, or if You have any questions about this document and our T & C's, please contact us at:

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