

Privacy

Our Commitment To Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available in our main navigation area.

The Information We Collect:

This notice applies to all information collected or submitted on this website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are Name, Address, Email address and Phone number.

The Information We DON'T Collect:

Credit/Debit Card Information.

The Way We Use Information:

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties. We use non-identifying and aggregate information to better design our websites and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women requested a particular package or service, but we would not disclose anything that could be used to identify those individuals. Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Our Commitment To Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

Our Commitment To Children's Privacy:

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.



How You Can Access Or Correct Your Information

You can access all your personally identifiable information that we collect online and maintain by opening a support ticket at www.webedy.com/support. We use this procedure to better safeguard your information. You can correct factual errors in your personally identifiable information by sending us a request that credibly shows error. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

How To Contact Us

Should you have other questions or concerns about these privacy policies, please contact us by clicking the 'contact us' button in the main menu.

Copyright

Copyright Notice Effective 1 November 2009

Copyright © Webedy PTY LTD www.webedy.com 2009

All aspects of this website – design, text, graphics, applications, software, underlying source code and all other aspects – are copyright Webedy PTY LTD www.webedy.com and its affiliates or content and technology providers. In accessing these web pages, you agree that any downloading of content is for personal, non-commercial reference only. No part of this website may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior permission of the Website Owner. The Webedy Editor demonstration area is considered a part of the www.webedy.com site.



Terms & Conditions

1. Introduction

The Website and Webedy Editor Owner, including subsidiaries and affiliates ("Website" or "Website Owner" or "Webedy Editor" or "Website Editor" or "we" or "us" or "our") provides the information contained on this website, Webedy Editor or any of the pages comprising the website ("website") or Webedy Editor("Webedy Editor") to visitors ("visitors") (cumulatively referred to as "you" or "your" hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website and/or Webedy Editor.

2. Information on the Website and Webedy Editor

Whilst every effort is made to update the information contained on this website and the Webedy Editor, neither the Website and/or Webedy Editor Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the Website and/or Webedy Editor (including but not limited to any information which may be provided by any third party or data or content providers) ("information") and shall not be bound in any manner by any information contained on the Website and/or Webedy Editor. the Website and/or Webedy Editor Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of this website and the Webedy Editor. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You and your company rely on the information contained on this Website and/or Webedy Editor at your own risk. If you find an error or omission at this site, please contact us immediately.

3. Trade Marks

The trade marks, names, logos and service marks (collectively "trade marks") displayed on this Website and/or Webedy Editor are registered and unregistered trade marks of the Website or Webedy Editor Owner or 3rd parties. Nothing contained on this Website and/or Webedy Editor should be construed as granting any licence or right to use any trade mark without the prior written permission of the Website and/or Webedy Editor Owner or the 3rd party owner. 3rd party trade marks are used only to feature their services, brand or provide an example of our provision of service to them.

4. External Links

External links may be provided for your convenience, but they are beyond the control of the Website and/or Webedy Editor Owner and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the Website Owner. Please contact us if you would like to link to this website or would like to request a link to your website.



5. Public Forums and User Submissions

The Website and/or Webedy Editor Owner is not responsible for any material submitted to the public areas by you (which include bulletin boards, hosted pages, chat rooms, or any other public area found on the website. Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by the Website Owner. The Website and/or Webedy Editor Owner reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that you are or there is the likelihood that you may, including but not limited to -

5.1 defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;

5.2 publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;

5.3 post or upload files that contain viruses, corrupted files or any other similar software or programmes that may damage the operation of the Website and/or Webedy Editor Owner's and/or a third party's computer system and/or network;

5.4 violate any copyright, trade mark, other applicable Australian or international laws or intellectual property rights of the Website Owner or any other third party;

5.5 submit contents containing marketing or promotional material which is intended to solicit business.

6. Specific Use

You further agree not to use the Website and/or Webedy Editor to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify the Website Owner against any loss, liability, damage or expense of whatever nature which the Website Owner or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any such message or material.

7. Warranties

The Website and/or Webedy Editor Owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website and/or Webedy Editor, the information contained on the website and/or Webedy Editor, your or your company's personal information or material and information transmitted over our system.

8. Disclaimer of Liability.

The Website and/or Webedy Editor Owner shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the Website and/or Webedy Editor, any information contained on the Website and/or Webedy Editor, your or your company's personal information or material and information transmitted over our system. In particular, neither the Website and/or Webedy Editor Owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.



9. Use of the Website and Webedy Editor.

The Website and/or Webedy Editor Owner does not make any warranty or representation that information on the website and/or Webedy Editor is appropriate for use in any jurisdiction. By accessing the website and/or Webedy Editor, you warrant and represent to the Website and/or Webedy Editor Owner that you are legally entitled to do so and to make use of information made available via the website and/or Webedy Editor.

10. General

10.1 Entire Agreement.

These website terms and conditions constitute the sole record of the agreement between you and the Website and/or Webedy Editor Owner in relation to your use of the website and/or Webedy Editor. Neither you nor the Website and/or Webedy Editor Owner shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the Website and/or Webedy Editor Owner in respect of your use of the website and/or Webedy Editor.

10.2 Alteration

The Website and/or Webedy Editor Owner may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website and/or Webedy Editor from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website and/or Webedy Editor.

10.3 Conflict.

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website and/or Webedy Editor shall prevail in respect of your use of the relevant section or module of the website and/or Webedy Editor.

10.4 Waiver.

No indulgence or extension of time which either you or the Website and/or Webedy Editor Owner may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the granter in terms hereof, save in the event or to the extent that the granter has signed a written document expressly waiving or limiting such rights.

10.5 Cession.

The Website and/or Webedy Editor Owner shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.



10.6 Severability.

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

10.7 Applicable laws.

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Australia without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Australia in respect of any disputes arising in connection with the website and/or Webedy Editor, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

10.8 Comments or Questions.

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.

Design, Build and Hosting Terms & Conditions

1. Introduction

The Website and/or Webedy Editor Owner including subsidiaries and affiliates offer website hosting and database hosting services subject to the terms and conditions set out in these terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to supply of hosting services.

2. Glossary of Terms

We includes the Website and/or Webedy Editor Owner - Webedy PTY LTD www.webedy.com - ("Website" or "Website Owner" or "Webedy Editor" or "Website Editor" or "we" or "us" or "our") or any party acting on the Website and/or Webedy Editor Owner's implicit instructions.

You ("you", "your", "Customer") includes the person purchasing the services or any party acting on the customer's instructions.

Server means the computer server equipment operated by us or our 3rd party Service Provider and/or Data Center in connection with the provision of the Services.

website means the area on the Server allocated by us to you for use by you as a site on the Internet.

In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement

3. Website Design, Build, Hosting And Email

3.1 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

3.2 You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

3.3 You represent, undertake and warrant to us that you will use the website allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that.

3.3.1 You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

3.3.2 You will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

(b) any material containing a virus or other hostile computer program.

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.



3.3.3 You will not send bulk email whether opt-in or otherwise from our network. Nor will you promote a site hosted on our network using bulk email.

3.3.4 You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

3.4 We reserve the right to remove any material which we deem inappropriate from your website without notice. We do not host Warez, illegal MP3 content or torrent files.

3.5 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

3.6 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers.

3.7 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

3.8 In the case of an individual User, you warrant that you are at least 16 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 16 years.

3.9 Any access to other networks connected to www.webedy.com and/or the Server must comply with the rules appropriate for those other networks.

3.10 While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or bad routing of email or for any other failure of email.

3.11 Design and technical scope of work or deliverables are set out in the written estimate or quotation provided by Webedy PTY LTD www.webedy.com. The scope of work or deliverables are based on the information provided and collected by our enquiry form, ticketing system communications and email correspondence.

3.12 Charges for design services to be provided by Webedy PTY LTD www.webedy.com, will be set out in the written estimate or quotation.

3.13 Changes to the original agreed scope of work or deliverables require a written confirmation from Webedy PTY LTD www.webedy.com and may incur additional charges. Any additional charges will be set out in a new estimate, quotation, ticket or email. Changes are only carried out when confirmation and acceptance are received from the customer.

3.14 At the time of the customer's full payment on the quote or estimate, indicating acceptance of the Terms & Conditions, the paid amount becomes non-refundable. Work on any project or site will not commence until Webedy PTY LTD www.webedy.com has received the full amount as set out in the quote or estimate.

3.15 Changes to the accepted quote or estimate that incur additional charges require full payment before work commences. The customer also agrees that Webedy PTY LTD www.webedy.com holds no responsibility for any amendments made by any third party, before or after a design is published.

3.16 By supplying text, images and other data to Webedy PTY LTD www.webedy.com for inclusion in the website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Webedy PTY LTD www.webedy.com on behalf of the customer, will remain the property of Webedy PTY LTD www.webedy.com and/or its suppliers.

3.17 The customer may request in writing from Webedy PTY LTD www.webedy.com, the necessary permission to use materials (for which Webedy PTY LTD www.webedy.com holds the copyright) in forms other than for which it was originally supplied, and Webedy PTY LTD www.webedy.com may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data to Webedy PTY LTD www.webedy.com, the customer grants Webedy PTY LTD www.webedy.com permission to use this material freely in the pursuit of the design.

3.18 Should Webedy PTY LTD www.webedy.com, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any

other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Webedy PTY LTD www.webedy.com to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Webedy PTY LTD www.webedy.com free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

3.19 Webedy PTY LTD www.webedy.com will not provide any type of direct access to its web server. FTP, SSH and 3rd party software that provide direct connection to website files is not provided or provisioned under any circumstance.

3.20 Website files and scripts taken from the Webedy server that are available publicly on the Internet and are used elsewhere is considered a breach of these Terms and Conditions. All services and files may be immediately removed and secured by Webedy PTY LTD www.webedy.com, at our discretion. If the customer can provide sufficient evidence that the breach of Terms and Conditions was unintentional or carried out without their specific knowledge, Webedy PTY LTD www.webedy.com, at its own discretion, may reinstate the cancelled services and files without penalty or charge.

3.21 Webedy PTY LTD www.webedy.com will not supply any of the website scripts that make up the website design and operation or any of the associated Webedy Editor scripts that are used to edit a customer's website.

4. Service Availability

4.1 We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

4.2 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason.

4.3 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you unless approved in writing by Webedy PTY LTD www.webedy.com. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this sub clause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

5. Payment

5.1 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our website and shall be due and payable in advance of our service provision. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.

5.2 Payment is due each year following the date the Services were established until closure notice is given. If you choose to pay by credit or debit card you must make your renewal payment before the due date or services may be cancelled without notice. Automatic reminder email notifications will be generated by our system however we do not guarantee these will reach the nominated email recipients.

5.3 All payments must be made in one of the the currency options available via our 3rd party credit/debit card payment provider or as outlined on the Webedy quote or price estimate document.

5.4 If your cheque is returned by the bank or financial institution as unpaid for any reason, you will be liable for any "returned cheque" charges as applied by the bank or financial institution.

5.5 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you.



5.7 If an account goes unpaid for at least ten days, the account and its associated services are suspended. A US\$25 charge will be applied upon account reactivation to cover administration costs in addition to any fee or payments owing.

5.8 Once an account has a suspended status, Access to the Webedy Editor, database and other content is explicitly denied. All files, databases and other content including the account itself is permanently deleted after ten days of account suspension.

5.9 Should access to the Webedy Editor, databases and other content be required before they are deleted, account reactivation will be required.

For information on how to order, the payment methods and currencies we accept, and our refund policy, please refer your written quote as supplied by Webedy.

6. Termination

6.1 If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

6.2 If you break any of these terms and conditions we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

6.3 If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

6.4 No refunds will be made for Services suspended in accordance with 6.1, 6.2 and 6.3.

6.5 We reserve the right to suspend the Services and/or terminate this Agreement at any time.

6.6 You may cancel the Services at any time.

6.7 We do not refund outstanding hosting fees or completed design and build work.

6.8 Where payment has been made by credit or debit card, any refund will only be issued to the same credit or debit card.

6.9 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your website and to remove all data located on it.

7. Indemnity

7.1 You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

8. Limitation Of Liability

8.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 8.2.

8.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting



from our negligence.

8.3 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

8.4 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

8.5 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever

9. Revisions

9.1 Webedy PTY LTD www.webedy.com reserves the right to revise, amend, or modify these Terms and Conditions, and any of our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions.

10. Notices

10.1 Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

11. Applicable Law

11.1 This Agreement shall be governed by and construed in accordance with Australian law and you hereby submit to the non-exclusive jurisdiction of the Australian courts.

12. Headings

12.1 Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

13. Entire Agreement

13.1 These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.



14. Comments or Questions.

14.1 If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.