

Master Services Terms & Conditions

1. Application

1.1 These Master Services Terms & Conditions (“**Agreement**”) are between URL Networks Pty Ltd (ACN 122 756 138) (“**URL Networks**”) and you for the provision of certain Services.

1.2 The Agreement comprises: (a) the Master Services Terms & Conditions; and (b) the Service List set out on our [website](#) which is expressly incorporated herein (as the context permits). You acknowledge that you have read, understood and agreed to the Master Services Terms & Conditions, and agree to be bound by them. Your continued receipt or use of Services indicates your agreement to the Master Services Terms & Conditions.

1.3 By contracting and dealing with us, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

2. Precedence

2.1 The Agreement is structured so that each individual Service acquired by you is governed by and subject to the Master Services Terms & Conditions.

2.2 The Master Services Terms & Conditions takes precedence over the Service List. If there is any inconsistency between the provisions of the Master Services Terms & Conditions and the Service List, this Master Services Terms & Conditions will prevail to the extent of any inconsistency.

3. Services and the Service List

3.1 The Service List set out on our [website](#) sets out a general description of each of the products, hardware and services offered by URL Networks (“Services”).

3.2 When you agree to this Agreement by purchasing a particular Service, you also agree to be bound by the Master Services Terms & Conditions (as the context permits).

4. Variations and Cancellations

4.1 You may change Services by notifying URL Networks in writing. Your new Service will take effect from the date URL Networks commences provision of the new Services, or as otherwise agreed in writing by URL Networks. Your next invoice will reflect: (a) Charges applicable to your new Service from the date of the notice; (b) Charges for any remaining invoice period for your previous Service(s) (whether or not such Service(s) are utilised during such remaining invoice period); (c) Charges for amounts then due but unbilled for your previous Service(s); and (d) Charges for costs associated with any Service change or cancellation, where such costs are based on the standard rates of URL Networks at the time. Any amounts or deposits already paid by you for a changed, cancelled or discontinued Service shall not be refunded, unless otherwise agreed.

4.2 URL Networks may change these Master Services Terms & Conditions, the Services or the Service List relevant to each Service, by giving you written notice (whether by email, fax or post to your designated email address, fax number or postal address, notified by you to URL Networks as part of your registration process), or by otherwise posting it on our site. Where a change relates to an increase in Charges, URL Networks shall provide you with thirty (30) days’ prior written notice.

5. Term

This Agreement commences on date URL Networks confirms to you that the Service has been activated or such other date as agreed by us in writing (“**Commencement Date**”) and continues until terminated in accordance with the terms contained herein.

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6. Charges

6.1 The Charges payable for each Service, whether recurring or not, are set out in our website and URL Networks' standard rate cards at the time (as the context permits). The Charges shall be payable in Australian dollars within 7 days of the date of the invoice or on such other payment terms set out therein and must be made by one of the methods outlined in the invoices provided by URL Networks.

6.2 You remain committed to pay us for all Charges for Services for their full invoicing periods (as selected in your [Proposal] document), irrespective of whether: (a) this Agreement has been suspended or terminated during such invoicing period, or (b) such Services have been changed or cancelled during such invoicing period.

6.3 Unless otherwise stated, all Charges and other amounts payable are inclusive of GST, unless indicated otherwise. If GST becomes payable on any supply made or provided, on which GST is not payable at date of Agreement, you will pay URL Networks an additional amount equal to value of consideration for the supply multiplied by the prevailing GST rate.

6.4 URL Networks may set off any amounts due and payable under this Agreement against amounts that may be payable by URL Networks to you.

6.5 URL Networks reserves right to charge you: (a) interest on overdue amounts at annual rate of 2% over Reserve Bank of Australia base rate ruling on due date; and (b) any costs (including legal and administration costs) incurred by it in recovering these amounts.

6.6 URL Networks may by notice to you suspend work, and your use of and access to Services (including public access to your web content, access to telephony and fax services and delivery of email), until outstanding invoice(s) and interest have been paid in full. Charges shall continue to accrue during such period of suspension. Time for payment shall be of the essence.

6.7 Invoices may only be disputed by you by providing URL Networks with written details of the dispute within fourteen (14) days of the date of the invoice, failing which the invoice shall be deemed to have been accepted by you. You shall remain liable to make payment of any undisputed portions of an invoice.

6.8 Additional charges shall be payable for out-of-scope work, that is work not otherwise expressly agreed.

7. Termination

7.1 URL Networks may terminate or suspend this Agreement (without any liability): (a) at any time by giving you at least 1 month notice; (b) immediately on giving notice to you, if you breach, including failure to pay the Charges; or (c) you become insolvent within the meaning of Corporations Act, are otherwise unable to pay your debts when due or you cease to carry on business.

7.2 URL Networks may also suspend or terminate particular Services (without any liability): (a) to protect the integrity and reputation of the URL Networks brand, and any brand or product associated in any way with URL Networks; (b) if the account, website, scripting (or similar) causes, or is likely to cause degradation, failure or otherwise interfere with the normal operation of any URL Networks system, product or service; (c) to protect the domain name registry; (d) we believe your account has been compromised or the subject of fraudulent or illegal activity; (e) to comply with any law or industry code or standard; or (f) comply with any of our providers' or licensors' terms and conditions. Should we elect to reinstate such suspended Service you shall be responsible for URL Networks' standard re-connection fee. Termination of individual Services shall not affect the continuation of this Master Services Terms & Conditions relevant to other Services, then in force.

7.3 On termination or expiration of this Agreement: (a) URL Networks shall invoice you for all amounts then due but unbilled, and it may delete all data, materials, content, configuration, voicemails, call recordings and settings in connection with your Services, whether on a URL Networks storage media or otherwise. It is your obligation to ensure you have retained back-up copies.

(b) Any amounts or deposits already paid by you shall not be refunded, unless otherwise agreed.

(c) The licence in clause 12.2 and the right to access in clause 12.3 shall automatically come to an end.

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8. Liability

8.1 Services shall be provided without any guarantees, conditions or warranties as to its accuracy, availability, completeness, reliability, suitability, quality, security or currency of Services and they are provided on an “as is where is” basis. URL Networks does not warrant that the Services will: (a) be uninterrupted or error free; (b) meet your requirements; or (c) be free from external intruders (hackers), unauthorised virus or worm dissemination. Certain factors out of our control, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the benefit of the Services at certain times. You shall be responsible for maintaining adequate security and safety of computers and devices you use to access (directly or indirectly) any Services, including, updated anti-virus software, recent and operational back-ups and you must maintain a recent copy of your data at your premises at all times. We will use our reasonable endeavours to ensure your data is safe and recoverable. Notwithstanding, we will not be liable for: (a) incomplete, out-of-date, corrupt or otherwise deficient data recovered from our backups; and (b) your inability to contact emergency services or personnel.

8.2 Any timeframes are provided as a guide or estimate only.

8.3 To extent permitted by law, URL Networks, its directors and employees hereby expressly exclude: (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity; and (b) any liability for any direct, indirect or consequential loss or damage incurred by you or any end user in connection with Services, or use of Services, including, without limitation any liability for loss of income or revenue; loss or interruption of business; loss of profits; loss of anticipated savings; loss of data; loss of goodwill; wasted management; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

8.4 This does not affect liability of URL Networks which cannot be excluded or limited at law. Without limiting foregoing, parties acknowledge that laws in certain jurisdictions may imply warranties and conditions which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to extent permitted by law of relevant jurisdiction, and in Australia, to extent permitted by *Competition and Consumer Act 2010 (Cth)*, URL Networks’ liability is limited to any one or more of the following in its sole discretion: (a) in case of any goods, replacement or repair of goods, or supply of equivalent goods, or payment of cost of repairing or replacing goods or supplying equivalent goods; and (b) in case of any services, supply of services again or payment of cost of having services supplied again.

8.5 Without limiting foregoing, you agree that in no event shall URL Networks’ maximum aggregate liability exceed AUD\$10,000.00 or the amount paid by you for Services (the subject of the claim) in the last 6 months (whichever is the lower) and provided you notify us of such claim within 21 days of it arising.

8.6 You shall indemnify URL Networks, its directors, employees and representatives from and against all actions, claims, suits, damages, liabilities or costs (including legal costs) arising from, or directly or indirectly related to provision of materials by you, use of Services by you or anyone else, any claim that use of your account infringes a third party intellectual property right, or otherwise arising as a result of this Agreement.

9. Notices

9.1 All notices given by URL Networks may be given by email, to an email address notified by you to URL Networks as part of your registration process. It is your obligation to keep that email address current and correct. You agree that the record of URL Networks having sent a notice to you by email is, of itself, conclusive proof of receipt.

9.2 Notices given by you must be delivered to URL Networks Pty Ltd in writing and addressed to: PO Box 2878, Rowville, Victoria, 3178 (with a copy by email to accounts@url.net.au).

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10. Force Majeure

10.1 URL Networks shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of its reasonable control, including but not limited to, acts of God, governmental actions, labour difficulty, war or national emergency, terrorism, fire, explosion, flood, an act or omission of a third party, inability to obtain any materials, equipment, facilities or services, failure of performance provided by others, internet, electricity or power interruption, virus, breakdown software, hardware or communication network, service interruption caused by upstream providers.

10.2 You accept that access to Services may be temporarily suspended as required during a planned or unplanned service outage, technical failure, maintenance work or excessive server load on the technical equipment used by URL Networks. In some cases, URL Networks may be unable to notify you of such an occurrence.

11. Non-solicitation

You shall not, during duration of this Agreement, and for a period of six (6) months thereafter, hire, engage, solicit, employ or contract the services of any of the employees or contractors of URL Networks or others involved in the provision of Services, unless otherwise agreed by a director of URL Networks.

12. Intellectual Property & Confidentiality

12.1 URL Networks retains copyright and all other intellectual property rights in: (a) all programming modules, code, computer programmes, material, tools, drawings, documents, presentations, specifications, data, designs, know-how and anything else generated, whether as improvements or otherwise, in course of providing (directly or indirectly) the Services; and (b) all intellectual property rights existing prior to the commencement of such Services, including hardware and other infrastructure and facilities (collectively “**URL Networks IP**”). Unless agreed otherwise in writing, URL Networks shall be entitled to claim authorship for any work which it is responsible.

12.2 URL Networks licenses to you the right to access the URL Networks IP on a non-exclusive basis to such extent as is necessary to enable you to make reasonable use of the relevant Services for the duration of the Agreement.

12.3 You acknowledge that Services may include individual third party software or third party intellectual property rights (including, with limitation, open source software) (“**Third Party IP**”) and the licence in clause 12.2 and your rights to use Services is without prejudice to the Third Party IP. Any rights you may have to access Third Party IP shall be limited to extent of URL Networks’ right to access same and its ability to pass on such rights to you.

12.4 In relation to licence in clause 12.2 and right to access in clause 12.3: (a) they will both automatically terminate if Agreement comes to an end; and (b) they do not include right to replicate, commercialise, adapt, modify, reverse engineer, decompile or disassemble (wholly or partly).

12.5 In relation to any data, content, information or material provided by you to us, you warrant that same will not infringe the rights of any third party nor contravene any law or industry code.

12.6 Save as required by law, you shall not disclose any confidential information relating to URL Networks or its affiliates which you obtain during or arising out of this Agreement, to anyone (except your employees on an as need basis). You shall procure that anyone else receiving benefit of the Services, whether your employees or otherwise, comply with terms of this clause as if they were a party to this Agreement.

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13. Entire Agreement

This Agreement, and the documents referred to herein, contains the entire understanding between the parties as to its subject matter and supersedes and excludes all prior and other discussions, specifications, representations and arrangements relating to Services including, but not limited to, those relating to performance or results that ought be expected from using Services. Any representations (oral or written) given by, or on behalf of, URL Networks shall not be relied upon. Notwithstanding, you shall also be bound by any policies or guidelines of URL Networks, currently situated at [<http://www.url.net.au/legal>], as updated by URL Networks from time to time, or the domain registration policy set by auDA (as the context permits).

14. Governing Law

This Agreement and any dispute or claim arising out of or in connection with same shall be governed by and construed in accordance with the laws of Victoria, Australia and parties submit to the exclusive jurisdiction of that State.