

GENERAL SERVICE AGREEMENT

ActivateIT

PO Box 4204

Alfredton, Victoria 3350

<http://www.activateit.net.au>

(the "Service Provider").

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of one or more of the following:

- o Website Hosting
- o Email Hosting (Inc. Mailing lists)
- o Domain (DNS) Hosting.
- o Database Hosting.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date the customer signs up for the services provided by The Service Provider and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' notice to the other Party.

5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

Currency

6. The customer agrees that the prices for the service may change at a future date and that purchasing new or updated services shall be at the current price.

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider of the amount set out by the "Hosting" plan that has been chosen by the Customer.

8. The Compensation will be payable on a quarterly basis, while this Agreement is in force.

Payment Penalties

9. In the event that the Customer does not comply with the rates, amounts, or payment provided by this Agreement, a late payment penalty will be charged as follows:

- o The Customers Website, Email, Domain Hosting will be suspended until payment is made in full and an additional one month payment is made.

Confidentiality

10. Confidential information (the "Confidential Information") refers to any data or information relating to the Customer, whether business or personal, which would reasonably be considered to be private or proprietary to the Customer and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

11. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will end on the termination of this Agreement.

12. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

Ownership of Materials and Intellectual Property

13. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.

14. The Service Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the consent of the Customer.

Return of Property

15. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

17. All notices, requests, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

ActivateIT
PO Box 4204
Alfredton, Victoria, 3350
Email: privacy@activateit.net.au

Indemnification

18. The Service Provider wishes to emphasize that in agreeing to the General Service Agreement, customer indemnifies the Service Provider for any violation of the General Service Agreement that results in loss to the Service Provider or the bringing of any claim against the Service Provider by any third-party. This means that if the Service Provider is sued because of a customer's activity, the customer will pay any damages awarded against the Service Provider, plus all costs and solicitor's fees.

Limitation of Liability

19. It is understood and agreed that the Service Provider will not be liable to the Customer or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Dispute Resolution

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

21. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Victoria. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Victoria.

Modification of Agreement

22. We reserve the right to modify/update/change this Agreement at any time. It is the customer's responsibility to check if this agreement has been updated.

Assignment

23. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

25. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Governing Law

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Victoria, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Acceptable Use

29. You are responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted by your account while using the services of the Service Provider. You will not engage in any activity that interferes with or disrupts the Service Provider services or networks connected to the Service Provider's network.

Prohibited Use

30. You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that the Service Provider will impose fees; and/or pursue civil remedies without providing advance notice.

31. **Misuse of System Resources:** Intentional misuse of system resources, including but not limited to employing programs that consume excessive network capacity, CPU cycles, or disk I/O.

32. **Spam and Unsolicited Bulk Email (UBE):** The Service Provider has a zero tolerance policy on spam, Junk E-mail or UBE. Spam, Junk-mail and UBE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested the message. UBE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of the Service Providers hosting services whether or not the message actually originated from our network.

33. **Mailing Lists:** The Service Providers mass mailing rules also apply to mailing lists, or mailing services you may contract with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail address available for distribution of information from you. The list must also allow for automatic removal of recipients with non-distribution in the future.

34. **Access to Other Computers or Networks without Authorisation:** Attempting unauthorised and/or illegal access of computers, networks and/or accounts not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

35. The Service Provider and the services it provides may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of Australian or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. The Service Providers services may not be used to facilitate infringement of these laws in any way.

36. **Other Activities viewed as Illegal or Harmful:** Engaging in illegal activities or engaging in activities harmful to the operations of the hosting service or other customers. Fraudulent use of credit card numbers. The service provider does not prohibit the use of distributed, peer to peer network services such as Tor, nor does it routinely monitor the network communications of customer as a normal business practice. However, customers are responsible for the contents of network traffic exiting their service. Any usage that prompts the receipt of abuse complaints pertaining to violation of Australian and/or international copyright law must be promptly discontinued to avoid service cancellation for violation of these terms.