



Terms & Conditions

Domain Name Registration, Transfer and Management Terms and Conditions

1. Term

1.1 This agreement commences when JMCG Pty Ltd begins supplying the services under this agreement to the Client and continues until it expires or is terminated in accordance with Clause 7.

2. Domain Name Registration

- 2.1. If requested by the Client, JMCG Pty Ltd will, as agent for the Client, apply for the domain name requested by the Client ("Requested Domain Name"). JMCG Pty Ltd will use reasonable efforts to process the domain name application within 12 working days. Actual turnaround times may be affected by delays caused by the relevant domain name authority.
- 2.2. JMCG Pty Ltd does not guarantee that it will be successful in its application for the Requested Domain Name.
- 2.3. If the application for the Requested Domain Name is successful, JMCG Pty Ltd will become the Delegated Domain Administrator ("DDA") for the then registered Requested Domain Name ("the Domain Name").
- 2.4. If the Client wants to transfer the delegation of their Domain Names ('Re-delegation') to JMCG Pty Ltd, the Client can request re-delegation by visiting (<http://domains.websiteblue.com/index.php>).

3. Domain Name Management

- 3.1. Where JMCG Pty Ltd becomes the DDA for the Domain Name pursuant to Clause 2.3, JMCG Pty Ltd will automatically direct to a JMCG Pty Ltd Internet Server all electronic mail messages received by JMCG Pty Ltd and addressed to the Client's Registered User using the Domain Name.
- 3.2. The Client acknowledges that JMCG Pty Ltd does not currently offer domain mapping to the free web personal site.

4. Price and payment

- 4.1. If JMCG Pty Ltd applies to register the Requested Domain Name under clause 2 or provides Domain Name Management under clause 3, the Client must pay JMCG Pty Ltd the applicable Domain Name Registration Fee and/or Domain Name Management Fee as set out in the JMCG Pty Ltd web site (<http://domains.websiteblue.com/index.php>). The Domain Name Registration Fee and Domain Name Hosting Fee are inclusive of any government taxes or charges.

5. Renewal of Domain Name Registration and Management Fees

- 5.1. If:
 - a) JMCG Pty Ltd is the DDA of the Client's Registered Domain Name at the scheduled time of expiry of the registration; and
 - b) the Client is, at that time, the owner of the Registered Domain Name, JMCG Pty Ltd will send a reminder email for the Client to renew online (<http://domains.websiteblue.com/index.php>) before the expiry date. If the Client does not respond by the expiry date, a cancellation email will be sent to the Client to check whether Client wants to renew or not. 5 working days after the expiry date, if the Client does not respond or want to renew, JMCG Pty Ltd will remove the Domain Name from the JMCG Pty Ltd Domain Name System. Once JMCG Pty Ltd has successfully renewed the Domain Name if requested by the Client, the Client must pay JMCG Pty Ltd the Domain Name Renewal Fee.
- 5.2. JMCG Pty Ltd will not renew the Domain Name under clause 5.1 if the Client notifies JMCG Pty Ltd prior to the scheduled time of expiry that it does not want JMCG Pty Ltd to renew its Domain Name.

6. Warranties and Liabilities

- 6.1. The Client warrants that in selecting its chosen domain name that it will not infringe any third party intellectual property rights.
- 6.2. The Client warrants that it will use the Domain Name for lawful purposes.
- 6.3. This contract is made up of the terms that are expressly set out in this contract and those implied by laws that cannot be excluded by us. No other terms apply.
- 6.4. If the Client acquires the services under this agreement for personal, domestic or household use, the Client is a "Residential Client" and clauses 6.5, 6.6, 6.7 and 6.14 apply.



- 6.5. JMCG Pty Ltd accepts liability to the Client if it breaches this agreement or act negligently under the principles applied by the courts, except as set out in clauses 6.6 and 6.7.
- 6.6. As the Client has taken up the service predominately for personal, domestic or household use, JMCG Pty Ltd does not accept liability for any business related losses that result from the use of the service. However, JMCG Pty Ltd accepts that liability if it cannot be excluded under any legislation.
- 6.7. JMCG Pty Ltd is not liable for any loss to the extent that it is caused by the Client, for example, through the Client's negligence or breach of this agreement.
- 6.8. If the Client is not a Residential Client, clauses 6.9, 6.10, 6.11, 6.12, 6.13 and 6.14 apply.
- 6.9. Given the nature of telecommunications systems (including the Service's reliance on systems not owned or controlled by JMCG Pty Ltd) JMCG Pty Ltd cannot promise that the service will be continuous or fault free. Accordingly, JMCG Pty Ltd limits its liability to the Client for losses resulting from any interruption or delay to the Client's service to an amount equal to the service charges billed for the affected service for the period of the interruption or delay.
- 6.10. Subject to clause 6.13, JMCG Pty Ltd accepts liability arising from our breach of contract or negligence:
 - (a) for any personal injury or death to the Client, its employees, agents and contractors in relation to the supply of the service;
 - (b) for any damage to the Client's real or tangible property resulting from the supply of the service, but JMCG Pty Ltd limits its liability to its choice of repairing or replacing the property or paying the cost of repairing or replacing it; and
 - (c) unless clause 6.9 applies, for any other cost or expense the Client reasonably incurs that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data), but JMCG Pty Ltd limits its liability for all such claims in aggregate to the total amount payable to JMCG Pty Ltd under this agreement in respect of the first year of the agreement.
- 6.11. Other than for the liability JMCG Pty Ltd accepts under this clause 6, JMCG Pty Ltd excludes all other liability whether to the Client or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded as it is under this clause 6, JMCG Pty Ltd's liability is limited to resupplying or paying the cost of resupplying services and repairing, replacing or paying the cost of repairing or replacing goods.
- 6.12. Notwithstanding anything else in this clause 6, JMCG Pty Ltd's liability will be reduced to the extent the loss or damage is caused by the Client, its employees, agents or contractors.
- 6.13. JMCG Pty Ltd will not be responsible for any loss or damage arising from circumstances outside its reasonable control.
- 6.14. The Client is liable to JMCG Pty Ltd if the Client breaches this Agreement or acts negligently under the principles applied by the courts. However, the Client is not liable for any loss the Client suffers to the extent that it is caused by JMCG Pty Ltd, for example, through JMCG Pty Ltd's negligence or breach of this agreement.

7. Termination

- 7.1. Either party may terminate this agreement by 30 days' notice in writing (including any email) to the other party.
- 7.2. JMCG Pty Ltd may terminate this agreement if the Client is no longer a Client of JMCG Pty Ltd, or if the Client fails to pay the applicable Domain Name Registration Fee and/or Domain Name Hosting Fee, but will notify the Client before doing so.
- 7.3. On termination or expiry of this agreement for any reason, JMCG Pty Ltd may delete the Domain Name from any storage media.
- 7.4. JMCG Pty Ltd reserves the right to suspend this agreement without prior notice if the Client breaches clause 6.1 or 6.2, as these are material breaches of this agreement which cannot be remedied.

8. Miscellaneous

- 8.1. A provision of, or a right created under this agreement, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.
- 8.2. This agreement and the transactions contemplated by this agreement are governed by the laws in force in New South Wales.
- 8.3. The Client may not assign its rights and obligations under this agreement without the prior written consent of JMCG Pty Ltd (which JMCG Pty Ltd will not unreasonably withhold).



- 8.4. JMCG Pty Ltd may assign or novate its rights and obligations under this agreement to a related body corporate and will give 30 days prior written notice to the Client of the assignment or novation.
- 8.5. Requests for domain name applications made by the Client to JMCG Pty Ltd under clause 2.1 may not be altered, cancelled or withdrawn by the Client until registration has occurred or until the application has been rejected.
- 8.6. Some Domain Names may:
 - a) operate a mail forwarding facility; or
 - b) publish Client and domain name information on a third party database.
- 8.7. JMCG Pty Ltd does not operate, makes no representations about, and is not responsible for mail forwarding facility or publication of information on a third party database.

Web Site Hosting, Terms and Conditions

It2k / Website Blue Website Hosting Environment

These terms and conditions set out the terms on which JMCG Pty Ltd ("we") will provide the Website Hosting Website Service ("Service") to Ruralco Holdings Limited ("you").

Some of the words used in these terms have particular meanings, which are set out in clause 9.

1. JMCG / Website Blue / it2k Hosting Service

- 1.1. We will provide you with the Service using shared infrastructure. The features of your Service, and the levels of storage space and traffic that are permitted, depend upon your selected Plan.
- 1.2. We will provide you with at least one logon name and password to allow you to access the Control panel (which may be used by you to configure various features of your Service).
- 1.3. We will archive your Data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will use reasonable endeavours to restore your Data from the last known good archive. Notwithstanding our backup regimes, you must maintain a recent copy of your Data at your premises at all times. You will ensure that all of your Data is accessible by us at the time that a backup is to be carried out (including ensuring that files are not locked or in use during this time). You acknowledge that any of your Data that is not accessible by us at the time that a backup is carried out will not be backed up. Due to technological limitations, we cannot promise that, and despite our reasonable care, backups will:
 - (a) occur on every scheduled occasion
 - (b) be complete; or
 - (c) be uncorrupted.

We will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Data recovered from our backups where we have acted with reasonable care.

- 1.4. You are solely responsible for dealing with persons who access your Data, and must not refer complaints or inquiries in relation to your Data to us.
- 1.5. You must adopt appropriate measures to ensure the security of your logon name, password and Data.
- 1.6. You must advise us in a timely manner if you have reason to suspect that the Service is being used contrary to this Agreement.
- 1.7. We encourage you to use appropriate warnings and labelling systems for any of your Data that is likely to be considered unsuitable for children under Australian law and associated classification guidelines. For more information please consult the Internet Industry Association guidelines at <http://www.ii.net.au/guideuser.html> or the Australian Communications and Media Authority at <http://www.cybersmartkids.com.au/>.
- 1.8. The Service is provided from data centres in Australia. We will determine, in our absolute discretion, the location from which your Service is provided from time to time.



- 1.9. You grant to us all rights, consents, permissions and licences necessary to enable us and our subcontractors and suppliers to legally view, copy and store your Data for the sole purpose of performing our obligations under this Agreement but you remain the owner of the data.
- 1.10. No title in the hardware, infrastructure or facilities used by us to deliver the Service passes to you at any time.
- 1.11. If we provide you with software and terms and conditions accompany the software, then we provide that software to you on the terms and conditions that accompany it.
- 1.12. If we provide you with software and no terms and conditions accompany the software, then:
 - (a) We grant you a non-exclusive, non-transferable licence to use the Software for the sole purpose of using the Service on the terms and conditions of this Agreement;
 - (b) You must not use, or permit any person to use, the Software in any way that is not permitted by this Agreement; and
 - (c) Without limiting clause 1.12(b), you must not:
 - (i) use the Software on behalf of, or for the benefit of, any other person; or
 - (ii) disassemble, reverse engineer or create more than one copy of the Software (unless you have a statutory right to disassemble, reverse engineer or create more than one copy of the Software, in which case you must only do so to the extent permitted by your statutory right)

2. Service and Maintenance

- 2.1. If you experience a problem with the Service, you should report it to us by email to admin@it2k.com or via phone .
- 2.2. We may perform scheduled maintenance to the systems that we use to provide the Service. We will attempt to perform all scheduled maintenance at times which will affect the fewest Clients. If the scheduled maintenance requires the Service to be unavailable for a continuous period of greater than 30 minutes, we will post details of the times during which the scheduled maintenance is due to occur on the Web Host System News at least 48 hours prior to the maintenance. It is very important that you check the Web Host System News regularly.
- 2.3. We may perform unscheduled maintenance to the systems that we use to provide the Service. If the unscheduled maintenance requires the Service to be unavailable for a continuous period of greater than 30 minutes, we will try to post details of the unscheduled maintenance on the Web Host System News beforehand (otherwise we post the details after the maintenance has been completed).
- 2.4. We may migrate your web site to a new operating system platform if any of our suppliers cease to provide support for the legacy operating system, if the server used to provide the Service fails, or if we determine that the server has (or may) become unreliable. We will notify you beforehand if we intend to migrate your web site to a new operating system platform.

3. Fees and Payment

- 3.1. You must pay the set-up fees and monthly fees invoiced to you in advance. The monthly subscription fee may not be reduced if your Service is cancelled part way through your billing cycle. If you have been migrated to it2k's new environment, the monthly fee will be pro-rated so that you will only pay the monthly fee for the part of the month for which you subscribed to the Service.
- 3.2. If we issue you with an invoice for any fees payable under this Agreement, you must pay the invoice within 14 days after the invoice date. You must pay all fees relating to the use of your logon name and password (whether or not that use was authorised by you).
- 3.3. You must also pay:
 - (a) all government taxes, duties and levies (if any) imposed on either you or us in respect of the Service or any other service or goods supplied (excluding taxes payable on our overall income).
- 3.4. Without limiting clause 3.4(b), if GST is imposed on any supply we make to you under this Agreement, and the fees payable by you for the supply are not inclusive of GST, you authorise us to charge you an amount of GST in addition to the fees payable by you, calculated by multiplying those fees by the prevailing GST rate. You agree to pay the amount of GST at the same time and in the same manner as the fees are payable.



- 3.5. If you provide us with your credit card details, you authorise us to charge all fees and charges to your credit card, and to disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details that you provide to us. You also authorise us to take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 3.6. You consent to us obtaining a credit reporting agency report containing personal information about you (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by us of an application for credit (whether commercial or personal) or for the purpose of the collection of payments which are overdue.

4. Warranties

- 4.1. While we use reasonable care and skill in providing the Service to you, due to the nature of the Service, we do not promise that:
 - (a) the Service will be uninterrupted or error free;
 - (b) the Service will meet your requirements; or
 - (c) the Service will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the services or our systems.
- 4.2. You warrant that:
 - (a) you have the power to enter into and observe your obligations under this Agreement;
 - (b) you will conduct such tests and computer virus scanning as may be necessary to ensure that Data uploaded by you onto, or downloaded by you from, our systems does not contain any computer virus and will not in any way, corrupt the data or systems of any person;
 - (c) you will keep secure any passwords used with the Service; and
 - (d) you have, and will maintain, the necessary authority to grant the rights, consents, permissions and licences in clause 1.9.

5. Liability Our Liability to You

- 5.1. This contract is made up of the terms that are expressly set out in this contract and those implied by laws that cannot be excluded by us. No other terms apply.
- 5.2. Clauses 5.3, 6.4 and 5.5 apply to you only if you are a Residential Client.
- 5.3. We accept our liability to you if we breach this Agreement or act negligently under the principles applied by the courts, except as set out in clauses 5.4 and 5.5.
- 5.4. We are not liable for any loss to the extent that it is caused by you, for example, through your negligence or breach of this Agreement.
- 5.5. Given the nature of telecommunications systems (including the Service's reliance on systems not owned or controlled by us) we cannot promise that the Service will be continuous or fault free. Accordingly, we limit our liability to you for losses resulting from any interruption or delay to your Service to an amount equal to the service charges billed for the affected Service for the period of the interruption or delay.
- 5.6. Subject to clause 5.11, we accept liability arising from our breach of contract, negligence or a breach of any legislation or regulations:
 - (a) for any personal injury or death to you, your employees, agents and contractors in relation to the supply of the Service;
 - (b) for any damage to your real or tangible property resulting from the supply of the Service, but we limit our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it; and unless clause 5.7 applies, for any other cost or expense you reasonably incur that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data).
- 5.7. Other than for the liability we accept under this clause 5, we exclude all other liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be



excluded as it is under this clause 5, our liability is limited to resupplying or paying the cost of resupplying services and repairing, replacing or paying the cost of repairing or replacing goods.

5.8. Notwithstanding anything else in this clause 5, our liability will be reduced to the extent the loss or damage is caused by you, your employees, agents or contractors.

5.9. We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

Your liability to us

5.10. You are liable to us if you breach this Agreement or act negligently under the principles applied by the courts. However, you are not liable for any loss we suffer to the extent that it is caused by us, for example, through our negligence or breach of this Agreement.

6. Term, Suspension and Termination

6.1. This Agreement commences on the date specified on your initial invoice as the date that we accepted your order for the Services and continues until terminated in accordance with this Agreement.

6.2. Either party may terminate this Agreement at any time by providing the other party with at least 30 days written notice.

6.3. If this Agreement is terminated for any reason.

(a) you must immediately pay all fees and charges owing up to the date of termination;

(b) we may delete all of your Data from our systems; and

(c) you must immediately delete from your systems all copies of all Software.

6.4. We may from time to time without notice:

(a) suspend the Service during any technical failure, modification or maintenance of the Service, provided that we use reasonable endeavours to resume the Service as soon as reasonably practicable. If this happens, our liability to you is set out under clause 5 of this Agreement; or

(b) suspend or disconnect the Service or deny access to the Service if we reasonably consider that you have failed to comply with any provision of this Agreement (including failure to pay fees or charges due), or you do, or allow to be done, anything which in our opinion may have the effect of jeopardising the operation of the Service and either:

(i) you do not remedy your non-compliance 14 days after we tell you to do so (if the non-compliance is of a kind that can be remedied); or

(ii) immediately (if the non-compliance is of a kind that cannot be remedied), or you do, or allow to be done, anything which in our reasonable opinion have the effect of jeopardising the operation of the Service.

6.5. If your It2k Internet service to which these Services relate is suspended, disconnected or terminated, then these Services may also be suspended, disconnected or terminated.

6.6. You remain liable to pay all fees and charges set out in this Agreement during any period of suspension.

6.7. We may remove, amend or alter any Data:

(a) upon being made aware of any claim or allegation, or any court order, judgment, determination or other finding of a court or other competent body, that the Data is illegal, defamatory, offensive or in breach of a third party's rights (including intellectual property rights and moral rights); or

(b) if we reasonably consider that you have failed to comply with any provision of this Agreement.

6.8. We may not be able to notify you of this beforehand, but will give you notice within 14 days after the removed/amended or altered Data.

6.9. We are not required to provide you with a copy of your Data if:

(a) we suspend or disconnect your Service or deny access to the Service;

(b) remove, amend or alter your Data; or

(c) this Agreement is terminated (for any reason).



- 6.10. If we provide you with a copy of your Data, then we are entitled to charge you an additional fee calculated at the hourly rate set out in the Plan Table for the time taken for us to recover and provide you with that data.

7. Additional Terms

- 7.1. You must comply with:
- (a) our Acceptable Use Policy; and
 - (b) our operational procedures for the Service
- 7.2. If there is any inconsistency between a provision in a document listed in this clause 7.2 and a provision in another document listed in this clause 7.2, then the provision in the document listed first below prevails to the extent of the inconsistency:
- (a) these terms;
 - (b) our Acceptable Use Policy; and
 - (c) our operational procedures for the Service

8. General

- 8.1. Either party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. Failure by a party to exercise, or delay in exercising, a right, power or remedy does not prevent its exercise.
- 8.2. A provision of, or a right created under this Agreement, may not be waived except in writing signed by the party granting the waiver.
- 8.3. We can change this Agreement if we notify you of the change by email, post or facsimile at least 30 days before the change will take effect.
- 8.4. If you do not notify us that you wish to terminate this Agreement or the Service within 42 days after receiving notice of a change under clause 8.3, then we will take your payment of charges for the Service provided to you after our notice as your Agreement to the change.
- 8.5. For the purposes of notifying you of a proposed change under clause 8.3 it is sufficient that we provide you with a summary of the proposed change to the Agreement and that we post on the It2k website a revised copy of these terms and conditions or the Rate Card showing the proposed change.
- 8.6. Notices can be provided under this Agreement by email, post or facsimile. We may notify you by email of any matters relating to this Agreement, including any changes to this Agreement. You acknowledge that you must regularly check the email address that you provide to us.
- 8.7. If we change these terms of this Agreement, the online version of these terms (<http://www.It2k.com/>) will always be updated to reflect those changes.
- 8.8. You may not resell Services or assign any of your rights or obligations under this Agreement without our prior written consent. We may assign or subcontract any of our rights or obligations under this Agreement to a third party, but will provide 30 days prior written notice to tell you.
- 8.9. This Agreement is governed by the law in force in New South Wales.
- 8.10. Clauses 1.10, 2.13, 4.3, 4.4, 4.5, 4.6, 4.7, 5, 6, 7.3, 7.8, 8 and 9 survive the termination (for any reason) of this Agreement.

9. Definitions and Interpretation

- 9.1. Unless the contrary intention appears, in this Agreement, the following words have these meanings:



Definitions

Acceptable Use Policy means our policy about the acceptable levels and methods of use of the Service. The current version of the Acceptable Use Policy is located on the It2k website at <http://www.It2k.com/broadband/access/ADSL/AUP>.

Agreement means the documents referred to in clause 7.2.

Business Client means a Client who is not a Residential Client.

Data includes all information, data, material, software code, applications, files, text, logos, images, audio, movie clips and/or content in any form placed on our systems as a result of providing the Service to you.

Data Download means data transferred from your website.

ETC Early Termination Charge

GST means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999, as amended from time to time.

Plan or Plans means different Service offerings made available by us from time to time as specified in the Plan Table.

Plan Table means the terms that are applicable to the Plans and are annexed to these terms.

Software means any software that you obtain from us under this Agreement.

Residential Client means a Client who takes up the Service predominantly to use for personal, household or domestic use or consumption.

It2k Hosting Website means our website at <http://www.it2k.com> and <http://www.websiteblue.com>

We, us or our means JMCG Pty Ltd ABN 78 101 369 153