

The Subscription Product Contract Terms (“Terms”) as amended by us from time to time, will apply to any Product we supply to you now and in the future. This is the current version of the Terms and Conditions.

1. About these Terms

1.1 Each accepted Order constitutes a separate contract for the Products covered by that Order.

1.2 The terms on which we supply any Products to you are:

(a) The Terms;

(b) The Order and any specific terms we provide to you for a product when you place an Order;

(c) Our Product rules, policies and guidelines (as amended by us from time to time), which are updated on our website. www.cybernetworks.com.au/terms

(d) Any copy sheet, advertising instructions sheet or advertising proof.

1.3 If there is any inconsistency between any of the documents set out in clause

1.2 The document listed earlier prevails to the extent of the inconsistency.

2. Term of Your Contract or Product

2.1 Each Contract commences on the date that you sign the Order or authorise it by written, electronic or voice processes or we start supplying the Product, whichever is earlier (“Commencement Date”) and will continue until the earlier of:

(a) Completion of that Contract; or

(b) Termination of that Contract in accordance with these Terms.

2.2 At the end of the Minimum Period for an Online Product we will continue to supply the Product/Package to You on a month to month basis on the terms applicable at that time (including Price), unless You tell Us in writing or We tell You otherwise, at least 30 days before the automatic extension.

3. Format and Content of the Product

Fullfilling Your Content entitlements

3.1 We are not obligated to collect content for you but we may do so. You are responsible for fullfilling any content entitlements that come with a product we supply to you.

3.2 You must give us any content for a product by the date and in the manner we specify. We may not be able to supply a Product to You until you do so.

3.3 If you do not provide us with content and want us to source the content, You may be charged a separate fee for that services based on our written agreement.

3.4 We are not responsible for, and you must regularly check and keep current and accurate, the Content (whether provided by you or collected by us) in the Product that we supply to you. You can update Your Content (for compatible Products) by providing us with information so that we may update Your Content.

Our right to reject or remove Content

3.7 We may at any time reject or remove any Content from a Product or change, delete, withdraw, disable or suspend a Product or any Content for any reason and without prior notice to You, including:

- (a) If provided for under the Product rules, policies and guidelines;
- (b) If We reasonably believe that the Content, or the use of it, contravenes any Law, infringes or is likely to infringe the rights of third parties or is inappropriate, unsuitable, offensive, obscene, defamatory or indecent;
- (c) If We reasonably believe that the Content, or its use, will result in a breach of Your Contract or affect Us or a Subsidiary/Outsource partners unfavourably; or
- (d) In order to comply with requirements, notices, standards or instructions given to Us or a Subsidiary/Outsource partners by any third party, including a regulatory body.

Presentation, classification and availability of a Product and Content

3.8 We may determine, control or change a Product, Your Content, any page, site or other means of displaying the Product or Your Content, including the duration, nature, content, size and presentation (such as format, design, placement, order and position);

3.9 If you have an Online Product, Mobile Product or other Products that we nominate from time to time:

- (a) You agree that we may include in the product we supply to you:
 - (i) Links to and content from third party sites or applications that we reasonably consider to be relevant to you (such as user- generated reviews and ratings);

(ii) Widgets, gadgets or other facilities that enable end-users to interact with Third Party Sites or Applications or with you via a product; and

(iii) Links to and Content from Our user-generated reviews and ratings;

(b) You agree that to carry out these activities referred to in clause

(i) You must provide us with any account details (including login and password) requested by us if you have already established accounts on Third Party Sites or Applications; and

(ii) We may be required to accept Third Party Terms on Your behalf and you agree to be bound by those Third Party Terms; and

(c) We do not accept responsibility or liability for:

(i) Any communications or transactions between you or third parties and end-users (including our end-users) via links, widgets, gadgets or other facilities we include in a Product;

(ii) Any content from a Third Party Site or Application or from our websites (such as user-generated reviews and ratings) included in a Product;

(iii) any other uses to which end-users put the links, widgets, gadgets or other facilities We include in a Product We supply to You (for example, to create and communicate user-generated content); and

(iv) any loss or damage arising out of any such links, content, widgets, gadgets or other facilities for any reason.

Syndication Activities

3.10 You agree that We may Syndicate (as defined in clause 7.1) some or all of a Product or Your Content to Third Party Sites or Applications and sites or applications owned and/or controlled by us, such as via an application programming interface (or API).

3.11 You acknowledge that a Product or Your Content may be displayed either by us or third parties together with other content (such as user-generated ratings and reviews). You agree that we are not responsible for that other content.

3.12 Where We Syndicate a Product or Your Content, You agree and acknowledge that we will determine:

(a) What part of a Product or Your Content We will Syndicate; and

(b) The parties to which we will Syndicate.

Retention of Content

3.13 When Your Contract is completed or terminated or when a Product is cancelled, we may retain or delete any Content relating to the relevant Contract or Product.

4. Payment

Your obligation to pay Us

4.1 We may invoice you in various ways, including on your website account, depending on the Product. You must pay us the Price (in Australian dollars) that applies to any Product by the due date specified on the invoice. This obligation survives completion or termination (for whatever reason) of the applicable Contract or cancellation of any Product.

4.2 The Price for a Product may include an additional administration fee, management fee or non-refundable set up fee.

4.3 You must pay Us the Price by the due date specified on the invoice for any Product You have authorised on behalf of another person, if We have been unable to collect the Price from that other person.

Failure to pay Us

4.4 If You do not pay Us any amount you owe us by the due date or if any payment You have made to us is declined or otherwise not received by us because of insufficient funds in Your account, We may:

(a) charge You interest on the unpaid amounts (at the Reserve Bank's Official Cash Rate at the time the amount was due plus 5%) from the date the amount became due until it is paid in full;

(b) Charge you any reasonable debt collection and legal costs incurred as a result of You failing to pay Us the amounts You owe to Us;

(c) Charge you a late payment fee as set out on your invoice;

(d) Cancel any or all of the Products You purchase from us; and/or

(e) Charge You a dishonour fee, as notified to You by Us from time to time.

Credit card payments

4.5 If you pay any amount to us by credit card, we may charge you a payment processing fee on the day you make the relevant payment at the rate set out on your invoice, which may vary from time to time.

Direct debit terms

4.6 Where you have requested a direct debit arrangement, the result of any payment will be reflected against any account for the Product within five business days.

4.7 You consent to any increased Prices or additional charges being included in any periodic direct debit authority granted to Us.

GST on payments

4.8 Unless specifically stated otherwise, all amounts or fees in relation to the Products do not include any amount on account of GST.

4.9 Where we make a taxable supply to you and the consideration for that supply does not expressly include GST, You must also pay us an amount equal to the GST payable by us. Subject to first receiving a tax invoice from us, you must pay the GST amount when You are liable to provide Us with consideration.

4.10 If either You or We must indemnify or reimburse each other ("Payee") for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 4.9 of these Terms if the payment is consideration for a taxable supply.

4.11 In these Terms:

From Us, You must pay the GST amount when you are liable to provide us with consideration.

4.10 If either You or We must indemnify or reimburse each other ("Payee") for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 4.9 of these Terms if the payment is considered for a taxable supply.

5. Changes to the Terms or any Product

Changes to Contracts

5.1 We may change any term in Your Contract or any Product or any Price at any time.

5.2 We will not give you prior individual notice of changes to:

(a) These Terms that we reasonably consider are likely to benefit You, have a neutral impact on you or have a minor detrimental impact on most customers; or

(b) The Price for a Product, if the change is by no more than CPI plus 4% in any 12 month period.

5.3 If we change these Terms in a way that we reasonably consider will have a minor detrimental impact on most customers, we will give you individual notice after the change has been implemented. If you can demonstrate that such a change has more than a minor detrimental impact on you, and the change is not of the type described in clause 5.2, We will allow you to cancel the affected Contract or Product without incurring cancellation fees.

5.4 Subject to clause 5.5, if we change these Terms or any Contract and We reasonably consider that the change is likely to have a material detrimental impact on most customers (such as where the Price increases by more than CPI plus 4%), We will give You reasonable prior written notice of the change and allow You to cancel the affected Contract or Product without incurring cancellation fees.

5.5 We may need to exercise our rights in clause 5.4 on an urgent basis, for example, if there is a change in Law or because of security, fraud, technical and related issues. In such circumstances, rather than the notice period specified in clause 5.4, We will aim to give You 3 days' prior written notice of the change.

6. Termination of a Contract or Product

6.1 You may terminate a Contract (in whole or in part) in accordance with the cancellation policy set out in Part C. If you terminate a contract within the Minimum Period You may need to pay a cancellation fee as set out in Part C. The cancellation fee payable is a genuine pre-estimate of the amount of our loss due to termination or cancellation.

6.2 We may terminate a Contract (in whole or in part) or suspend or cancel one or all of Products We supply to you, and you must pay any cancellation fee set out in Part C for the affected Products, immediately:

(A) if you breach the terms of the Contract;

(b) If You:

(i) are unable to pay Your debts as they fall due, You make or commence negotiations with a view to making a general rescheduling of Your indebtedness, a general assignment, scheme of arrangement or composition with Your creditors;

(ii) Take any corporate action, or any steps are taken or legal proceedings are started, for:

(A) Your winding up dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent; or

(B) The appointment of a controller, receiver, administrator, official manager, trustee, or other similar officer, of you or of any of Your revenue or assets; or

(iii) Seek or are granted protection from your creditors under any applicable legislation.

(c) If we become unable to perform the Contract due to a force majeure event affecting either Us or Our nominees; or

(d) but with as much warning as We reasonably can, if:

(i) The Law requires us to do so;

(ii) We believe on reasonable grounds that providing you with the Product is illegal or may become illegal;

(iii) We reasonably believe that there is a real risk of loss or damage to Us or another if We do not terminate Your Contract or suspend or cancel a Product (including credit risk resulting from You not paying any fees owed to Us on time); or

(iv) a third party directs Us to do so.

6.3 We may terminate a Contract (in whole or in part) or suspend or cancel one or all of Products by 30 days' written notice to you without cause (and we will refund the Price on a pro-rata basis if applicable).

6.4 After termination or cancellation of a Contract:

(a) We will have no obligation to refund any component of the Price (together with any GST paid), which has already been paid prior to the termination (other than as set out in these Terms);

(b) You will not be required to pay further components of the Price to Us, other than payments which were due before termination and any cancellation fee;

(c) We may remove the Product We supplied to You and Your Content and;

(d) Except Digital Marketing Products (DMP), if the DMP SEM Product We supplied to you has a Campaign Spend and at the date of cancellation or termination the Campaign Spend has not been spent, we will continue to provide the unused Campaign Spend until that spend is reached for Digital Marketing Products.

We will not be obliged to ensure that any unspent Campaign Spend is spent. You will not be entitled to a refund of any unspent Campaign Spend.

7. Intellectual Property

7.1 You grant us and Our Related Bodies Corporate a royalty free licence to use, reproduce, modify, adapt, and communicate to the public and sub license the Content that you provide to us or We collect from Your Website ("Your Inputs") for the purposes of providing the Product and including the Product and the Content in any directory, product, service, site, application or marketing material provided or used by Us, by Our Related Bodies Corporate or by a third party to whom We syndicate, distribute or otherwise make available ("Syndicate") the Product or Content.

7.2 You agree that we or a Subsidiary/Outsource partners own all intellectual property rights in:

(a) The Product other than Your Inputs; and

(b) In any new work created by modifying, amending, adapting or otherwise dealing with any part of the Product (including Your Inputs); and

(c) In any data, results and reports we generate, and give to You pursuant to the Terms.

7.3 Except in relation to Your Inputs, You must not (and must not permit others to) reproduce the Product or any new work created by Us using any part of the Product without Our prior written consent.

7.4 In addition to our rights set out above, if You have a Hyperlinked site which is a cyber-networks Webpage, You agree that:

(a) All intellectual property rights in the design, functionality and 'look and feel' of Your Webpage (except to the extent that Your Webpage contains your business names, trademarks or other pre-existing intellectual property) are owned and will be retained by us or a Subsidiary/Outsource partners;

(b) You give us and Our Related Bodies Corporate a perpetual, royalty-free licence to use Your business names, trademarks and all other words and symbols displayed on Your Webpage in any domain name that We create for Your Webpage; and

(c) We or a Subsidiary/Outsource partners will own any domain name registration that we or that Subsidiary/Outsource partners create for Your Webpage, whether or not the URL for the domain name includes any of your business names or trademarks.

8. Our warranties and limitation of liability

8.1 Except for the express warranties set out in these Terms, any terms implied by law (that cannot be excluded) and your rights under statutory guarantees provided under consumer protection laws, We provide no warranties or guarantees to You (including in relation to Our provision of a Product to You, the performance of a Product or Your return on investment in relation to a Product).

8.2 While we will use due care and skill in relation to the provision of the Product, neither we nor Our Related Bodies Corporate warrant or guarantee that:

(a) The Product will be free from errors or omissions or provided to you by or within a particular time; or

(b) We will monitor Your Content to ensure that it complies with the Law or Your obligations and warranties to us under these Terms.

8.3 If we fail to comply with a statutory guarantee (if it applies to you under consumer protection laws) or any term of a Contract, then We and Our Related Bodies Corporate limit our liability for that failure (where it is fair and reasonable to do so in respect of a statutory guarantee) to either of the following (at our option):

(a) Supply of the Product again, free of charge to you; or (b) paying you the cost of having the Product supplied again.

8.4 You agree that, apart from Your rights under clauses 8.1 and 8.3 of these Terms We, Our Related Bodies Corporate and Third Party Site or Application Owners (and Representatives) will not be liable for any loss, damage, claim or demand incurred or made by any person (whether based in tort (including negligence), contract, statute or otherwise) arising out of or in connection with a Contract, including from provision of the Product, or failure to provide the Product, or from exercising any of Our rights in relation to Content.

8.5 Without limiting clause 8.4, we are not responsible for any loss, damage, claim or demand arising in connection with:

(a) Whether a third party publishes Your Content;

(b) How a third party displays Your Content;

(c) The way a third party determines the relevancy of Your Content on their site or application;

(d) Any changes a third party makes to Your Content; and

(e) Any changes a third party doesn't make or delays making to Your Content.8.6 Without limiting clause 8.4 of these Terms:

(a) We have no liability for any failure or delay in performing an obligation under a Contract due to matters outside Our reasonable control or to the extent it is caused by You or results from Your failure to take reasonable steps to avoid or minimise Your loss; and (b) We are not liable for loss or damage that was not reasonably foreseeable.

9. Your warranties

9.1 You represent and warrant to us and Our Related Bodies Corporate that:

(a) You or Your licensors own all intellectual property rights in the Content that You provide to Us or We collect from Your Website (“Your Inputs”) and if You are not the owner of Your Website, You have obtained the consent of the owner of Your Website to allow Us to collect Content from Your Website and display that Content in the Product that You receive from Us;

(b) You have the right to enter into each Contract and are the owner of, or are legally authorised to use and/or sub-licence the use of, the Content in the Products that we supply to you;

(c) You will not purport to enter any Contract as an agent without authority from the principal;

(d) All information you provide for the purposes of a Contract is accurate, complete and current;

(e) You will not and will not cause our Related Bodies Corporate to breach any Contract or any of our privacy policies or Third Party Terms that are relevant to Your Selected Keywords, Paid Ads or any other Product;

(f) Nothing in Your Content (whether supplied by you or collected by us) in the Products that we supply to you:

(i) contravenes any Laws, or incites or encourages breaches of any Law;

(ii) infringes the rights (including intellectual property rights and moral rights) of any third parties;

(iii) Breaches any of Your Contracts or Your obligations to any third party (including confidentiality and privacy obligations) or Third Party Terms that are relevant to Your Selected Keywords, Paid Ads or any other Product;

(iv) Constitutes or may result in any consumer fraud, product liability, and tort, breach of contract, injury, damage or harm of any kind to any person or entity;

(v) Fails to meet the requirements set out in any Product rules, policies and guidelines;

(vi) In Our reasonable opinion, otherwise prejudices or prejudice Us or Our Related Bodies Corporate reputation or brand;

(vii) Is inappropriate, offensive, unsuitable for minors, obscene, indecent, defamatory, discriminatory, false, misleading or deceptive or likely to be misleading or deceptive, or promotes, incites or instructs in matters of crime;

(viii) Falsely represents (whether expressly or impliedly) that You have an association or affiliation with the business, products, goods or services advertised or referred to in Your Content or falsely represents that they are endorsed, sponsored, approved or associated with Us or Our Related Bodies Corporate; or

(ix) Identifies a person or can be used to identify a person (including any copy, photos or other pictorial representations), unless you have obtained that person’s authority (or, if they are a minor, the consent of their parent or legal guardian);

(g) You will monitor Your Content to ensure you comply with these warranties;

(h) If you are required by Law to restrict access to a Product or any part of Your Content to persons with particular characteristics, you have taken all steps necessary to ensure that you comply with those requirements; (i) You will not engage in spamming or similar marketing activities in relation to any Product;

(j) Your Content in the Products that we supply to you is free of “worms”, “viruses” and other disabling devices;

(k) You have all necessary rights to advertise, sell, distribute and/or communicate to others the business, products, goods or services advertised or otherwise referred to in Your Content; and

10. Your indemnity in favour of Us

10.1 You agree to indemnify Us, Our Related Bodies Corporate and Third Party Site or Application Owners (and Representatives) against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by Your:

(a) act or omission or any breach by You of any provision of a Contract including the warranties given by You under clause 9.1 or

Part B of these Terms; and

(b) Appointment of Us as Your agent for any purpose specified in Your Contract.

11. Confidentiality

11.1 All information of a confidential nature disclosed by us to you under a Contract is and will remain confidential and must not be disclosed by you (or by your employees, officers, advisers or contractors) to any third party, except for the purposes of the Contract. This does not apply to the extent that any such information:

(a) Is already known by you, or is in your possession;

(b) Has been lawfully obtained by you from another source;

(c) Is or becomes publicly known through no wrongful act by you; or

(d) Must be disclosed pursuant to any obligation you have at Law.

12. Privacy

Our commitment to privacy is set out in Our Privacy Collection

Statement You acknowledge that You have read and understood the Privacy Collection Statement and consent to the collection, use and disclosure of Personal Information on the terms and for the purposes set out in the Privacy Collection Statement.

12.2 Except for tracking tools used in relation to performance based advertising Products and authorised by Us, Your Content must not include any mechanism that enables the collection of Personal Information.

12.3 You acknowledge that we may use Your Content in any electronic mapping or navigation Product that includes our mapping data, and Our Syndication activities to allow users to search for your address or name using only your phone number or address (as the case may be). If you do not wish Your Content to be used for this purpose, you can opt-out sending an email to info@cybernetworks.com.au

12.4 We may communicate with you via any method we determine including email, SMS message or fax, and those communications may not include an unsubscribe facility, unless you tell us not to. If You do not provide Us with an email address for this purpose, We may send emails to You using any email address that appears in any Product that We supply to You, whether this email address is from Content You supply to Us or that We collect for You.

12.5 When we communicate with you via email:

(a) You are solely responsible for ensuring that your contact details are current (including email address), Your email service is operational and that You check Your emails regularly; (b) You must promptly notify Us of any changes to Your contact details;

(c) You are deemed to have received the email We have sent You and We are not obliged to take any further action to confirm that You have received, opened or read the email, unless You promptly notify Us and demonstrate that the email was not delivered to Your email address; and

(d) if We receive an automated email non-delivery notification indicating You have not received the email that We have sent You, We will use reasonable endeavours to attempt to contact You using other contact details We have for You, but We do not guarantee that We will be able to contact You

13. Other important terms

13.1 We may assign our rights and obligations under a Contract without Your consent. You may not assign your rights and obligations under a Contract.

13.2 Each Contract will be governed by the laws in force in the Australian State or Territory in which it is entered into.

13.3 We enter into each Contract in our own right. If we previously provided Products to you in our capacity as agent of Cyber Networks Pty Ltd you are advised that we now provide these Products in our own right and all Contracts for those Products have been transferred to Us.

13.4 We may use any third parties (locally or overseas) We consider fit to provide any part or all of a Product, without informing You or obtaining Your consent.13.5 Each Contract constitutes the entire agreement between You and Us, and supersedes all other agreements, whether written or oral, between You and Us relating to its subject matter.

13.6 Failure by either you or Us to enforce any provision of a Contract is not a waiver of future enforcement of that or any other provision.

13.7 You must ensure that you're agents, employees or anyone else acting on your behalf comply with Your Contract.

13.8 If you are acting as an advertising agency or agent:

(a) You must ensure Your Contracts are complied with by the advertisers or principals you represent; and

(b) You remain directly liable for any breach of Your Contracts, whether by you or by any of Your advertisers or principals.

13.9 We may exercise a right or remedy or give or refuse consent or do or not do any act in any way We consider appropriate (including by imposing conditions) and in Our absolute discretion unless the Contract expressly states otherwise.

13.10 If any of the terms of a Contract are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.

14. Subscription Products specific terms

14 CN Biz Product specific terms

14.1 We provide no guarantee or warranty that:

(a) A CN Biz website will be available continuously or on an uninterrupted basis, secure, or not interfered with or adversely affected by factors or circumstances outside of our control;

(b) We will maintain a back-up of a CN Biz Product website and Content contained on a website;

or

(c) The CN Biz website we create for our advertisers will each have a unique look and feel or contain unique content.

14.2 We may disable or suspend a CN Biz website if you use Your CN Biz website in a manner that generates excessive traffic or imposes excessive storage burdens on us. We will use our reasonable

endeavours to give prior notice to you before we disable or suspend a CN Biz website in accordance with this clause.

14.3 We may modify, upgrade, remove functionality from, or temporarily disable a CN Biz website, including for maintenance purposes.

14.4 You must not use a CN Biz website for publishing, displaying or linking to or from third party advertising feeds (whether or not for financial gain) or as a data storage facility.

14.5 Where needed to provide the CN Biz Product to You, You authorise us to register, redirect or transfer a website domain or sub-domain relevant to you. This can include contacting an existing domain registration on your behalf. If requested, you must assist us to register, redirect or transfer a website domain or sub-domain. You agree to pay us any applicable fees and charges (as notified by us). We may, refuse to register a sub-domain website if it will adversely affect the Products or Our brands. At the end of Your Contract, We will not transfer any website sub-domains to you but may transfer a website domain to you for a fee.

14.6 We will notify you when the CN BIZ website site that we prepare for you is ready for your approval. Unless we tell you otherwise, if you do not approve website site within 5 days of the date of that notice, we will automatically publish the Website 5 day period and commence billing.

14.7 You must promptly inform us if you become aware of any breach or suspected breach of security in relation to your cyber networks account. Until you notify us of any breach of security.