

Vandrad Labs Hosting Services General Terms and Conditions.

1. Definitions.

- 1.1. "Vandrad Labs" means Vandrad Research Labs Pty Ltd, its Directors, Principals, Employees and any such agents as are acting on explicit written instructions of Vandrad Research Labs Pty Ltd.
- 1.2. "Customer" means any party or who purchases Services from Vandrad Labs.
- 1.3. "Services" means domain name registration, e-mail, web-site hosting, virtual servers, and any other service or facility provided by Vandrad Labs.
- 1.4. "Registrant" includes any party who uses the services of a Domain Name Registrar.
- 1.5. "Registrar" and "Domain Name Registrar" means an organisation who provides Internet Domain Name Registration services in accordance with ICANN and/or AuDA policies.
- 1.6. "Server" or "Servers" means any telecommunications or computer equipment operated by Vandrad Research labs in connection with provision of Services.

2. Laws and Jurisdiction.

- 2.1. This agreement shall be governed by the laws of the Australian Capital Territory.

3. Privacy.

- 3.1. Vandrad Labs shall make reasonable efforts to secure all Customer details against disclosure, as required by the relevant privacy legislation.
- 3.2. Use and storage of all personal information shall in in accordance with the relevant privacy legislation.
- 3.3. Vandrad Labs shall co-operate in full with all lawful requests for information from Commonwealth, Sate or Territory law enforcement or regulatory agency.

4. Indemnity.

- 4.1. The Customer, without limitations of any kind, to the extent permitted by relevant law, indemnifies Vandrad Labs against any and all liabilities, claims, losses, suits, damages, penalties, actions and costs or expenses arising from lawful disclosure of information by Vandrad Labs to a Commonwealth, Sate or Territory law enforcement or regulatory agency.
- 4.2. The Customer, without limitations of any kind, to the extent permitted by relevant law, indemnifies Vandrad Labs against any and all liabilities, claims, losses, suits, damages, penalties, actions and costs or expenses arising from use by the Customer of any and all services of a Domain Name Registrar.
- 4.3. The Customer, without limitations of any kind, to the extent permitted by relevant law, indemnifies Vandrad Labs against any and all liabilities, claims, losses, suits, damages, penalties, actions and costs or expenses arising from use by the Customer of any and all third-party Copyright or Intellectual Property rights or materials.
- 4.4. The Customer, without limitations of any kind, to the extent permitted by relevant law, indemnifies Vandrad Labs against any and all liabilities, claims, losses, suits, damages, penalties, actions and costs or expenses arising under this agreement.

5. Domain Name Registration.

- 5.1. Vandrad Labs makes no representations or warranties of any sort as to the availability or eligibility of a particular domain name. The Customer agrees that its shall have not rights of

action against Vandrad Labs if a domain name cannot be registered.

- 5.2. Any administration fees paid by the Customer to Vandrad Labs in connection with a domain name registration application shall be non-refundable, notwithstanding refusal or failure by the Registrar to register the desired domain name.
- 5.3. Any administration fees paid by the Customer to Vandrad Labs in connection with a domain name renewal application shall be non-refundable, notwithstanding refusal or failure by the Registrar to renew the registration of the desired domain name.
- 5.4. The registration and use of a domain name by the Customer is at all times subject to such terms and conditions as may have been imposed on the Customer by the Registrar, in conjunction with these General Terms and Conditions Agreement. It is the sole obligation of the Customer and the domain name Registrant to comply with all such terms and conditions.
- 5.5. Vandrad Labs shall notify the Customer when the registration of a domain name has been completed
- 5.6. Any actions or omissions by the Customer in relation to any actual and/or attempted registration of a domain name, prior to a notification by Vandrad Labs shall take place at the sole risk of the Customer.
- 5.7. Vandrad Labs shall not be obliged to become involved in any dispute in relation to use of a domain name, between the Customer and any third party. However, in any event Vandrad Labs reserves the right, without any limitations, to:
 - a) make such representations as it sees fit to the Registrar and/or the Registry
 - b) take such action in respect of a domain name, as it as deems fit at that time.

6. Content Ownership.

- 6.1. The Customer assumes sole and complete responsibility for obtaining all the required licences and permissions for all the Customer content hosted on Vandrad Labs Servers and Virtual Servers
- 6.2. All the data and information stored on any Server or Virtual Server by the Customer or its agents is the property of the Customer. Vandrad Labs makes no claim of ownership, and assumes no responsibility whatsoever, over, or in respect of the any Customer information or data.
- 6.3. Vandrad Labs reserves the right to access Customer information and data at any time for backup and disaster recovery purposes. Such backups and replicas of data shall be made for Vandrad Labs use only and at the sole discretion of Vandrad Labs.
- 6.4. Vandrad Labs reserves the right to access Customer information and data at any time to verify that scripts, code or website contents do not pose a risk to the integrity and security of the Vandrad Labs business network.

7. Service Availability.

- 7.1. Vandrad Labs reserves the right to interrupt or suspend the service, generally without warning, at any time and for any reason it deems fit or necessary.
- 7.2. Vandrad Labs shall make reasonable effort to contact the customer before such an interruption and suspension is enacted.
- 7.3. In the event that a suspension or interruption of service results from the action of a third party, and the suspension or interruption of service exceeds the period of seventy two (72) hours:
 - a) Vandrad Labs shall make reasonable effort to contact the third party and seek explanation for the suspension or interruption
 - b) Vandrad Labs shall make reasonable effort to inform the customer of any

- c) Vandrad Labs may, at its sole discretion, refund to the customer such monies as have been paid in connection with a particular service for that billing period.

8. Limitation of Liability.

- 8.1.** Vandrad Labs, to the extent permitted by law, shall not, under any circumstances, be liable for any acts omissions or errors, whether negligent or otherwise, of any domain name Registrar administrator, or any other third party, arising from or in connection with any domain name application, including receipt or failure to receive, a domain name registration by the Customer or any third party.
- 8.2.** The Customer shall not, seek to hold Vandrad Labs liable for any loss or damages whatsoever either under this agreement or in relation to provision of Services to the Customer, arising out of actions of any third party and including but not limited to:
 - a) loss of profit or business by the Customer;
 - b) use, misuse, suspension or loss of a Customer domain name registration;
 - c) use, misuse, alteration, loss, destruction, mis-delivery or non-delivery of information and data;
 - d) interruption of business of the Customer;
 - e) interruption or delays to any web site accessed by a registered domain name of the Customer;
 - f) events beyond control of Vandrad Labs; and/or
 - g) processing of a domain name registration or renewal.
- 8.3.** In the event that Vandrad Labs is held liable, for any damages or loss whatsoever, howsoever arising under this agreement, the parties agree that, as a precise pre-estimate of damages cannot be properly ascertained, for the purposes of liquidated damages, the maximum aggregate liability of Vandrad Labs to the customer shall not exceed:
 - a) the total amount paid by the Customer to Vandrad Labs for a domain name registration application
 - b) the total amount paid by the Customer to Vandrad Labs for provision of Services to the Customer applying to any relevant domain name registered to the Customer.

9. Cancellations.

- 9.1.** The Customer may cancel an order for Services without reason within seven (7) days of such an order being placed.
- 9.2.** Upon receipt of such notice Vandrad Labs will refund all monies paid by the customer to Vandrad Labs in full within thirty (30) days.
- 9.3.** All domain name registration and pre-registrations supplied to the Customer by Vandrad Labs shall not be subject to seven day cancellation as per Clause 9.1
- 9.4.** Upon receipt of a cancellation notice or otherwise upon expiry of this agreement, Vandrad Labs shall be entitled to delete and not retain any records, data, information, programs or other materials and content of the Customer.

10. Termination

- 10.1.** Vandrad Labs may suspend or terminate access to Services without notice to the Customer if the Customer account becomes overdue. Vandrad Labs will not be responsible for any losses or damages to the Customer or any other party, such as may result from such termination or suspension.
- 10.2.** In the event of a suspension or termination, Vandrad Labs may post such notice in respect of the non-availability of the customer website as it deems fit.

10.3. Vandrad Labs may request the Customer rectify any breach of this agreement within thirty (30) days. Should the customer fail to rectify the breach within that time, Vandrad Labs reserves the right to treat the Customer as having committed a material breach and repudiated their obligations under this agreement, and to terminate this Agreement without further notice. Upon such a termination, all monies owed by the Customer to Vandrad Labs shall immediately be due and payable.

10.4. In the event of a suspension or termination Vandrad Labs shall retain sole discretion as to any actions it may take, including but not limited to:

- a) blocking of the customer web site
- b) removal of all data and information located in a customer web-site

10.5. In the event of a suspension or termination Vandrad Labs shall retain sole discretion as to any Customer data or information that is removed is:

- a) deleted from existence in its entirety; or
- b) held for such a period as to allow the Customer, at its own expense and subject to payment of all monies owing to Vandrad Labs, to collect the data and information.

11. Complaints

11.1. The customer is entitled to lodge a complaint under this agreement to Vandrad Labs by phone or email as displayed on Vandrad Labs website located at <http://www.vandradlabs.com.au/>

12. Notices

12.1. Vandrad Labs standard office hours are 09:00 to 19:00 (9:00AM to 7:00PM), Australian Eastern Standard Time or Australian Eastern Daylight Time as gazetted by relevant State, Territory and Commonwealth Government authority, Monday to Friday, excluding public holidays.

12.2. Vandrad Labs standard support includes ensuring that the Servers is on-line whenever reasonably possible, and that the Customer domain or domains hosted by Vandrad Labs are visible on the Internet.

12.3. Vandrad Labs does not provide design work, database administration or installation of new services of Servers unless otherwise contracted by the Customer.

12.4. Vandrad Labs shall not reimburse or otherwise compensate the Customer for any domain name registration or renewal fees paid by the Customer to third parties.

12.5. The Customer acknowledges that all rules and regulations which apply to domain name registration must be strictly construed and applied. The customer has sole responsibility for ensuring compliance with all relevant rules and regulations.

12.6. The Customer acknowledges that it is solely liable for any and all information furnished in relation to a domain name registration. Further the Customer shall ensure that all such details are valid and correct at all times.. Vandrad Labs shall not be responsible or liable in any way, under any circumstances for any loss or damages caused to the Customer by an interruption arising from non-compliance with such matters as referred to in Clauses 12.5 and 12.6.

12.7. If Vandrad Labs is informed of illegal contents stored under customers domain name or web site, Vandrad Labs shall contact the customer and seek removal of all such material within twenty four (24) hours. If compliance with such notice is not made within twenty four (24) hours, Vandrad Labs shall be entitled to immediately suspend the agreement as per Clause 10 of this agreement.

13. Headings.

13.1. Heading in this agreement are for the for convenience only and they shall in no way or form affect the interpretation of this agreement.

14. Agreement.

14.1. The Customer has not relied on any representations by Vandrad Labs other than those expressly in this agreement

14.2. Prior to entering into the agreement, the customer represents and warrants to Vandrad Labs that the Customer has read, understood and agrees to be bound in full by the Vandrad Labs Hosting Services General Terms and Conditions.