

Terms & Conditions

Reshub.com.au Pty Ltd

Standard Terms & Conditions

Effective: 11 April 2015

Certain words used in these Standard Terms & Conditions have a special meaning which is set out in clause 11.

1. The terms of Your Contract

1.1 These Standard Terms & Conditions apply to the provision of services by Reshub.com.au Pty Ltd (ABN 58 892 949 199) (Reshub, we, us, our) to you as a user and customer of our services (you, your).

1.2 Your agreement with us (**Contract**) in respect of each product or service you obtain from us (a **Service**) is made up of:

- (a) these Standard Terms & Conditions;
- (b) any relevant Service Terms and Service Descriptions;
- (c) our [Acceptable Use Policy](#); and
- (d) our [Privacy Policy](#).

1.3 The documents listed above supersede all prior agreements (whether written or oral) in relation to their subject matter.

1.4 We may change the terms of your Contract by giving you notice of the change and posting new versions of any online terms on the [Our Policies page](#) of our website, by logging a notice in your customer interface (Reshub, Reshub Control Panel or other customer interface(s) provided by us from time to time) or sending an email to you. If you continue to use the Service after that notice period, you will be taken to have agreed to the change. The period of notice required to be given depends on the nature of the change. If:

- (a) the change will benefit you or have a neutral impact on you, we may make the change effective immediately and without advance notice;
- (b) the change is required to comply with any law or requirement of any regulatory body (including ICANN, auDA or any other domain name regulatory body), we will provide a reasonable period of notice not exceeding 3 days; and
- (c) for all other changes, we will also give you at least 30 days' notice.

2. Supply of Services

2.1 We will supply each Service to you in accordance with the terms of the Contract until the Service is terminated in accordance with the Contract. We shall not be liable for any delay or failure to perform our obligations under this Contract if such delay or failure is due to termination of access to a Service by the end supplier of the Service or as a result of a change to the conditions of supply by that Supplier.

2.2 Monthly contracts will roll on a monthly basis without notice to you. Fixed contract period Services (other than a month-to-month contract) will automatically roll over for a further fixed contract period on the date notified to you by our reminder email.

2.3 If your fixed contract period Service is to be auto-renewed, we will notify you of, and provide you the ability to cancel, the impending auto-renewal. You must advise us prior to the auto-renewal date if you wish to cancel the Service. If we do not receive your cancellation or "do not renew" advice in time, we will auto-renew the Service to ensure it continues uninterrupted. Your Service will be renewed for the same duration at the then current applicable charges published on our website.

2.4 Nothing in the Contract transfers to either party any IPR owned by the other party existing prior to the commencement of the Services. All IPR in the Work Product, other than those pre-existing IPR, are and will remain owned by us and you hereby assign such IPR (both present and future) to us. We grant you a perpetual, irrevocable, non-exclusive, royalty-free licence to use the Work Product for your internal business purposes (but not to disclose the Work Product to third parties unless otherwise agreed in writing).

2.5 Timeframes we provide for the performance of Services are good faith estimates only. We will use reasonable endeavours to comply with such timeframes, but time is not of the essence in the adherence to such timeframes.

2.6 We are not responsible for any delay in performing or failure to perform any of our obligations under the Contract to the extent that failure is due to an event or circumstances beyond our reasonable control (including any negligence by you, failure by you to perform any of your obligations under the Contract or any of your other wrongful acts or omissions).

3. Provision of Secure Access to Reshub Systems

3.1 In order to access some of the features of our website, or the Services, you will have to create an account with us via Reshub Control Panel or you may have an existing account in Reshub. You will be allocated a username and password to gain access to non-public website addresses for the purpose of gaining secure access to those systems. Any such account or access details created by you or us will be referred to collectively as **Login Details**.

3.2 You must keep all Login Details secure and confidential at all times and must not disclose them to anyone else (except those of your employees who need to know them for the purposes of their employment). For security purposes, we recommend you change your password(s) at least once every 6 months.



3.3 You agree that you are totally responsible for all actions of the people (if any) to whom you provide your Login Details (whether knowingly or not, and whether directly or indirectly) while they obtain access to our systems using those Login Details, and that we are entitled to treat instructions provided by those people through such access as instructions originating from you.

3.4 You must notify us immediately of any breach of security or unauthorised use of your Login Details to access our systems. We will not be liable for any loss you incur due to any unauthorised use of your Login Details.

4. Your Obligations

4.1 You must provide us with such co-operation and support as we may reasonably request to perform the Services, including by:

(a) responding promptly to our communications in relation to the Services and requests for you to review Work Product; and

(b) providing accurate and prompt responses to our requests for any information or documentation reasonably required by us to perform the Services.

4.2 All details and information you provide to us (including without limitation when creating any account) must be accurate, current and complete, and must be maintained by you in an ongoing basis.

4.3 Except to the extent that Reshub expressly agrees to do so as part of a Service, you must conduct backups of any of your data (whether hosted on Reshub's computer systems or provided to Reshub in connection with the performance of the Services) at such intervals as are reasonable having regard to the nature of the data.

4.4 You indemnify us and our employees, contractors and suppliers from and against any and all liabilities incurred, suffered or sustained by any of them in connection with our:

(a) use of or reliance upon any images or trading names, or any data, information, specifications, documentation, software or other materials provided by you, or

(b) compliance with any directions or instructions by you in relation to the provision of the Services.

5. Fees and Payment

5.1 You must pay us the Service fees without setoff or deduction of any kind by the due date specified in any invoice sent to you or as required at the time of purchase.

5.2 Upon provision of a credit card account, you authorise us to automatically debit your credit card for all charges on issuance of a valid invoice.



5.3 Prices quoted or published are inclusive of any government taxes or charges unless otherwise notified, and exclusive of any registration or delegation charges imposed by domain name authorities.

5.4 Monthly fees are not refundable if your Service is terminated part way through a month.

5.5 Unless the Service Terms provide differently if you terminate a fixed period contract (annual or longer) before the end of its term, you will be charged an early termination charge equal to 6 months' fees or the fees for the rest of the contract term, whichever is the lesser (**Early Termination Fee**). If you have prepaid fees for the fixed period contract and there is greater than 6 months remaining, on request, you will be refunded the balance of the prepaid fees minus the Early Termination Fee. Refunds are not available for extras or third party products.

5.6 Where any part of the Contract refers to charges on a "**time and materials basis**" for performing particular activities, we may charge you for all time spent by personnel in performing those activities, at our then current hourly rates (as published by us or notified to you from time to time) and all out of pocket expenses incurred by us in performing those activities.

5.7 If payment of the Service fees is overdue, then we may at our option suspend the performance of the Services until such payment is made (including any interest charged on overdue amounts), and we may, at our sole discretion, extend the times for performance of the Services by a period equal to the time lost due to suspension.

5.8 If we have taken action to recover overdue amounts from you, any reasonable costs incurred by us in recovering the debt including but not limited to any legal expenses and collection agency charges, will be recoverable from you.

6. Termination

6.1 The Contract commences from the date on which on the Services are stated to commence, or, where no such date is specified, on the day the Contract is agreed to by you and us.

6.2 Either party may terminate the Contract immediately by notice in writing to the other party if:

(a) the other party commits a material breach, which cannot be remedied, of its obligations under the Contract

(b) the other party commits a remediable material breach of its obligations under the Contract which can be remedied, but fails to remedy that breach within 14 days of being required to do so in writing by the first-mentioned party; or

(c) an insolvency event occurs with respect to the other party.

6.3 Where the Contract does not state expressly that the Services are to be provided for a minimum fixed period or, following the expiry of such a period if specified and where renewal of a further fixed period has not occurred, either party may terminate the Contract on 30 days' written notice to the other.

Terminating a Service Provisioned

You will need to remove the Service from Reshub **AND** provide notice to Reshub in accordance with one of the methods set out below:

- a. By letter or fax on company letterhead (if applicable) and signed by an authorised person; or
- b. By email to accounts@Reshub.com.au from a listed Reshub contact, quoting the Reshub password.

Terminating a Service Provisioned on Reshub Control Panel

You must complete the online cancellation form by logging into Reshub Control Panel, select tab "Service Administration" then click on "Service Cancellation". Submission of this online form will generate an automated email to the email address specified in the form, and within this email will be a unique tracking number that is the only proof of cancellation that will be accepted by Reshub.

6.4 After your account has been closed, we will delete all customer data. We are under no obligation to provide you with a copy of customer data if we have terminated your Service for your breach. If we provide you with a copy of customer data, we are entitled to charge you a fee.

7. Warranties

7.1 Each party warrants that it is authorised to enter into this Contract. If you are not the customer, you warrant that you have the power and authority to enter into this Contract on behalf of the customer and will indemnify us for any breach of the Contract by the customer.

7.2 We warrant that:

- (a) we will perform the Services using reasonably qualified and experienced personnel; and
- (b) we will not knowingly infringe the IPR or other rights of any third person in the preparation of any Work Product.

7.3 You acknowledge that neither we nor any person acting on our behalf (including any supplier we use) has made any representation or warranty regarding the Services or any Work Product (including as to the quality or suitability for any purpose of the Services or the Work Product, or whether the performance of the Services or the possession or use of the Work Product will infringe the rights of any person, or whether the Services will be uninterrupted or error free), which is not recorded expressly in the Contract.

7.4 We do not warrant that the Services will be uninterrupted, timely, secure or error free, or that they will be free from hackers, virus, denial of service attack or other persons having unauthorised access to our services or those of our suppliers.

7.5 You agree that we may be required to perform maintenance in respect of our systems to ensure their satisfactory operation which may affect the availability or functioning of the Services. We will use reasonable endeavours to

provide you with advance notice of any maintenance downtime, except when circumstances beyond our reasonable control prevent us from doing so.

7.6 All terms and warranties which might otherwise be implied by any legislation, the common law, equity, trade, custom or usage or otherwise into the Contract, are expressly excluded to the maximum extent permitted by law. Where legislation implies into the Contract any term or warranty that cannot lawfully be excluded, that term or warranty is included but our liability in respect of a breach of that term or warranty is, where permitted by such legislation, limited at our option to any one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

8. Liability

8.1 Nothing in the Contract excludes or limits either party's liability under or in respect of:

(a) any indemnity;

(b) any fraud or other criminal act;

(c) personal injury or death caused by the negligence, breach of contract or other wrongful act or omission of that party; or

(d) any other liability that cannot be excluded by law.

8.2 To the maximum extent permitted by applicable law, neither party is liable for:

(a) any indirect, special or consequential loss or damage, any loss of profit, revenue or business opportunities, loss of or damage to data or loss of goodwill arising out of or in connection with the Contract (whether or not the loss or damage may reasonably be supposed to have been in the contemplation of the parties as at the date the Contract was formed as a probable result of any act or omission);

(b) any loss or damage to the extent such loss or damage is caused or contributed to by the other party's negligence, breach of contract or other wrongful acts or omissions; or

(c) any claim made 6 months or more after the circumstances giving rise to the claim first became known by the claimant or could, with reasonable diligence, have become known by the claimant.

8.3 Subject to clause 9.1, and to the maximum extent permitted by applicable law, each party's aggregate liability for any loss or damage in connection with the provision of a Service, which is not excluded or limited under clauses 9.2 or 8.6, is limited to the Service Fees paid by You in respect of that Service for the preceding 12 months to any such claim.

9. General

(a) Excluding in relation to notice(s) provided under clause 3.1, any notice, demand, consent or other communication (a **Notice**) given or made under the Contract will be sent to the last notified address of a party and will be deemed delivered:

(i) if delivered in person - when delivered;

(ii) if delivered by post - 2 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days otherwise; and

(iii) if delivered by email - on receipt by the sender of a receipt confirmation.

Where as a result of the above a Notice would otherwise be taken to be given on a day that is not a Business Day, it will be taken to have been duly given on the next Business Day.

(b) Neither party may assign its rights or obligations under the Contract without the consent of the other party (not to be unreasonably withheld or delayed), provided that we may novate the Contract to any of our affiliates or assign this Contract on any merger or acquisition.

(c) We are free to sub-contract any of our obligations under the Contract, but such sub-contracting will not release us from our liabilities under the Contract.

(d) The Contract is governed by the laws of Queensland, Australia.

(e) Nothing in the Contract is to be interpreted against a party solely on the ground that the party put forward the Contract or a relevant part of it.

10. Glossary of Terms

In the Contract, unless the context requires otherwise:



Business Day means a day of the week other than a Saturday, Sunday or a day on which trading banks in Melbourne, Australia are not open for transacting business.

IPR means all rights in relation to copyright, trade secrets, trademarks, designs, drawings, patents, know-how, secret processes, formulae, semiconductor or circuit layouts and all other similar proprietary rights and all rights to the registration of those rights, whether created, formed or arising before, on or after the date of the Contract, in Australia or elsewhere.

Service Description means the features and functions of the service you have purchased as set out on our website at reshub.com.au.

Service Terms means those specific terms and conditions related to the service you have purchased located at reshub.com.au

Work Product means any materials (including websites, designs, information, reports, documentation, specifications, data and software) produced or required to be produced in connection with the performance of the Services.

Privacy Policy

This Privacy Policy sets out the data processing practices carried out through the use of the Internet and the World Wide Web by Reshub.

The Data Protection Act protects individuals from improper use of information held about them. Reshub complies with the Data Protection Act when obtaining, processing and holding customer information. All your personal information will be treated as private and confidential, even when you are no longer a customer and information will only be held for the purposes for which it has been given or which we have told you about. We will ensure that it is accurate and up to date, that we do not keep it for longer than necessary and that appropriate measures are in place to protect the information from any unauthorised use.

Personal information, Company information and any data that relates to your account, including your own guests information, will not be passed to any third parties without your permission, unless we are required to do so, for example, when we are legally compelled to, where you consent, where there is a duty to the public to disclose or where our interests require disclosure.

Information Collected

We collect personal information from visitors to this web site through the use of online forms.

Use of Personal Information

When you complete one of our online forms the details will be sent to the Branch concerned. The information will be used to provide you with further information on the property or service required. Your details may be entered into our database which will allow us to look for other properties/information/newsletter suitable to your search criteria. We will email or post such information details to you.

Email

The most secure method of e-mailing Resub to use the contact or feedback forms on our website. Emails sent in other ways will be 'insecure' and the amount of confidential information you include should be kept to a minimum. When we reply to an 'insecure' e-mail we will maintain confidentiality concerning your personal information. We will ensure that your email address is not given to unauthorized third parties.

Access to your Information

Reshub will provide on request full database exports of your data to an authorised representative of your company as excel files.

Deletion of data will be performed, if necessary, only on request from an authorised representative of your company.

Hyperlinks

Reshub contains links to third party Web sites and resources on the internet. Reshub provides links to these other Web sites only as a convenience. This privacy policy only covers the Reshub Website their links within this site to other websites are not covered by this policy, so we urge you to be careful when you enter any personal information online. Reshub accepts no responsibility or liability for these sites.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Your Consent

By using our Web site you consent to the collection and use of your information as detailed above by Reshub. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.