

## GENERAL TERMS AND CONDITIONS

Web Set Go is the registered trading name and trademark of Rosenberg Martin Pty Ltd ABN 99 081 829 709 (referred to throughout as 'supplier' 'we' 'our' or 'us'.) We may refer the client as 'you' 'your' or the 'Client' or 'Customer.'

Our terms and conditions comprise several documents combined being (a) General Terms & Conditions; (b) your quote/proposal (c) the specific Terms and Conditions for your service and (d) any applicable third-party supplier or governing body's terms & conditions. Our support website contains the latest versions and all our terms and conditions. <https://websetgo.com.au/terms>

Use of our services (referred to throughout as 'works' 'designs' 'goods' or 'services') indicates your agreement to all our terms and conditions.

### 1. Period/Term

This agreement commences on date Client signs a quote or contract with Rosenberg Martin Pty Ltd ("Commencement Date") and continues until terminated.

### 2. Jurisdiction

Our Terms & Conditions and any dispute or claim arising out of or in connection with same shall be governed by and construed in accordance with the laws of Victoria, Australia and all parties submit to the exclusive jurisdiction of that State.

### 3. Prices & Rates

Client agrees that works will be invoiced at the prices and rates ruling on the date we invoice. Our current rates are published <https://websetgo.com.au/rates>.

When a valid quotation has been accepted, any associated works will be invoiced at the prices and rates consistent with that document.

Clients agrees to pay an additional loading for goods and/or services required on weekends, public holidays or outside of normal business hours.

### 4. Payment Methods

Client agrees to make payment by EFT, direct debit, PayPal, Visa or MasterCard. Client agrees and accepts we may impose a surcharge for payments made by PayPal, Visa or Mastercard. This surcharge will not exceed the costs we incur in providing these payment options.

We reserve the right to charge interest on overdue amounts at an annual rate of 2% over ANZ Bank business overdraft rate ruling on due date. We reserve the right to collect a \$25 administration fee from Client in addition to any fee or penalty interest charged to us by our banking institution or collection facility.

### 5. General Payment Terms

Client agrees to pay all invoices in full within seven (7) days of issue, unless otherwise agreed in writing.

Client acknowledges that payment may be required before work commences. Where payment is required in advance work will be scheduled to commence in seven (7) days and any delays in receipt of payment may result in work being rescheduled to the next available time.

### 6. Chargebacks

When a client initiates a 'chargeback' or similar action directly with the provider of a credit card or payment provider, without our knowledge, for the reversal of charges billed by us, our reputation is adversely affected.

Consequently, all services may be suspended or terminated without notice. Reestablishment of services following this type of action will require explanation and payment of the disputed charge and/or our bank dispute fee. We may require significant advanced payment be held by us before any further supply of service will be considered.

### 7. Taxes

Client acknowledges that Goods & Services Tax (GST) is applicable to all goods and services provided by Rosenberg Martin Pty Ltd and agrees to pay GST at the rate prevailing at the date of payment.

### 8. Invoice Disputes

Invoices are addressed using the details originally provide by our clients. Client is responsible to regularly confirm their accuracy to ensure a cohesive business relationship.

Client agrees to provide notice of invoicing disputes to our accounts department on [accounts@websetgo.com.au](mailto:accounts@websetgo.com.au), within (7) seven days of the date of the disputed invoice or delivery of work, whichever is later.

Client agrees to make full and immediate payment for any undisputed portions of an invoice.

We reserve the right to refuse any dispute received after (7) seven days.

### 9. Deadlines

Client agrees to take all responsibility for the time required to fulfill a project. We make no promises to deliver work within a set time period. We take no responsibility for any costs or damages arising from your time constraints and conditions.

### 10. Cancellation & Postponement

We dedicate costly resources to projects. Client agrees to pay a cancellation fee to cancel or significantly postpone an active project.

Active projects include any proposal, quote, estimate or agreement when accepted in writing or by email. A deposit does not have

to be paid for a project to be considered accepted.

A significant postponement is considered any delay over 56-days whether formally requested or due to lack of communication.

Rosenberg Martin Pty Ltd reserves the right to charge a fee combining; (1) accumulated time (2) accumulated expenses and (3) half (50%) of the remaining value of the contract.

Cancellation fees cannot be transferred to another service or contract, they are used to cover our costs, losses and damages.

### 11. Termination

Rosenberg Martin Pty Ltd reserves the right to terminate or suspend supply of service at any time (a) by giving Client at least one (1) month notice or (b) immediately if you (i) breach any of our terms and conditions and do not remedy within 7 days, or (ii) you become insolvent within the definition of Corporations Act, or (iii) are otherwise unable to pay your debts when due, or (iv) you cease to carry on business.

Upon any termination or expiration of this Agreement, Client shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

### 12. Client Content

Client assumes sole responsibility for (i) acquiring any authorisation necessary for hypertext links to third-party websites; (ii) the accuracy of materials within any publication, including, without limitation, content, descriptive claims, warranties, guarantees, nature of business, and location; and (iii) ensuring that the content does not infringe or violate any right of any third party.

### 13. Acceptable Use Policy

Rosenberg Martin Pty Ltd does not intend to and has no obligation to monitor the content submitted, stored, published, distributed, or disseminated by Client via the Website. An Acceptable Use Policy ("AUP"), available at <https://websetgo.com.au/terms> is in effect for the website hosting services. Any violation of the AUP may result in the immediate cancellation or suspension of any or all Services without warning.

Client agrees that it is solely responsible for all information, material, content or data of any postings, data or transmissions.

### 14. Intellectual Property

#### 14.1 Business Obligation

Client agrees to familiarize and operate in accordance with Australian Intellectual Property and Copyright laws.

#### 14.2 Ownership

Consistent with such laws, Client accepts that the author of any original works, writing, code, photographs, slogans, logos, designs

and artwork automatically retains copyright ownership.

Without contracting for copyright ownership, paying an author to create original work does not purchase copyright. This transaction purchases the right to limited use or reproduction of the original.

When a contract comprises multiple originals from multiple producers, Client is solely responsible and obligated to seek or negotiate permission from each author for each work.

#### 14.3 Permitted Use

Unless otherwise stated any contract issued by Rosenberg Martin Pty Ltd to produce original works will not include copyright ownership.

We always provide client the right to use the original works for the contracted limitation of media, location, quantity, and time. Client agrees not to use any original beyond its contracted intent.

Most services offered by Rosenberg Martin Pty Ltd contain multiple originals from multiple authors. Client accepts the limitation of any third-party content copyright holder (for example stock photography, software, and copywriters).

#### 14.4 Client Indemnification

Client warrants they hold the copyright and/or usage rights for any content they provide for the construction of works.

Client agrees to indemnify us from any claims, damages or responsibility for the use of works without permission. Client agrees to indemnify us from any claims, damages, costs and/or legal action taken against us by third parties. Client agrees to pay all costs associated with the removal of any works being used without permission.

#### 14.5 Copyright Disputes

Rosenberg Martin Pty Ltd respects the intellectual property of producers. We will respond to notices of alleged copyright infringement.

Copyright owners challenging the use of works must prove origination. Once substantiated, Client agrees to provide written reproduction rights for their use from the originator.

We will terminate or suspend services without notice when we discover original works have been used without permission.

Notices and communication about copyright matters should be addressed to:

Copyright Agent  
Rosenberg Martin Pty Ltd  
PO Box 70, Kingsville  
VIC 3012 Australia  
legal@websetgo.com.au

#### 15. Credit & Self Promotion

Client agrees that any works we have supplied may be publicly used by us locally,

internationally, indefinitely and on any media to promote and demonstrate our services.

Client permits us to place a small but legible promotional acknowledgement and/or link back to our own website on your final works.

When Clients purchase copyright of our work, you agree to extend reproduction rights of our original works to us for the promotional purposes.

#### 16. Nondisclosure

Client agrees not to disclose copy or manufacture works or concepts where we have developed certain valuable information, intellectual property, ideas, strategies, tactic, concepts, copywriting, artwork, photography, or designs.

Upon payment for specific services, Client may apply the materials in accordance with their contract for their own benefit.

Client agrees not to re-manufacture, resell, distribute, or otherwise use or appropriate the disclosed information in any way, including but not limited to adaptation, limitation, redesign, or modification.

#### 17. Privacy Rights Statement

Rosenberg Martin Pty Ltd collects information about our clients using digital forms, email, websites and by discussion.

We collect information including names, addresses, phone numbers, business registration details, passwords, IP addresses, browsers type, browsing behaviors, computer identification, server names and other technical and business information.

The information we collect is used for record keeping, billing, administration, registration, notification, consulting, design, marketing, publication, and maintenance of your services, our operations and promotion.

We store the information we collect digitally in facilities located in Australia, United States and/or Europe. All data is password protected and encrypted during transit. We log access for 30-days.

We may disclose the part or all the information we collect to (a) an entity authorised by you in the supply of your services (b) our undisclosed third-party suppliers and wholesale providers (c) governing or legal bodies (d) registration authorities (e) where a third party acquires a committed interest in our ownership or (f) where required to by law.

We may also disclose information to a (g) credit reporting agency for the following purposes (i) to obtain a consumer and commercial credit history, and/or (ii) reporting your payment behavior.

You may request your information be removed or updated from our records by contacting our privacy officer. Naturally, we may need to hold some information to maintain your services.

Privacy Officer  
Rosenberg Martin Pty Ltd  
PO Box 70, Kingsville  
VIC 3012 Australia  
legal@websetgo.com.au

#### 18. Warranties

##### 18.1 Our Warranties

Rosenberg Martin Pty Ltd warrant that the services will be supplied with all due care.

We provide goods and services free from any claim, warrant or guarantee (referred to throughout as 'claim').

Client accepts that our goods and services are supplied without any claim as to their originality, reliability, suitability, and they are provided on an "as is where is" basis.

We do not claim that the goods and services will be uninterrupted or error free, will meet your requirements, appeal to customers, be impervious from unauthorised intruders, vandals, viruses or worm dissemination or other attacks.

To the full extent permitted by law, all other express or implied warranties, representations, terms and conditions regarding services, hardware and/or software and their use or regarding the agreement are hereby expressly excluded.

##### 18.2 Client Warranties

Client represents and warrants that: (i) Client has the power and authority to enter into and perform its obligations under this Agreement; (ii) Client shall use commercially reasonable efforts to prevent unauthorized access to any restricted areas of the Website and any databases or other sensitive material generated from or in connection with the Website; (iii) Client shall not copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, misappropriate or otherwise attempt to extract any or all of our materials; (iv) Client shall use the Website Services in accord with the AUP; and (v) Client Content does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of a third party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right or any other third party right, and that Client owns the Client Content or otherwise has the right to place the Client Content on the Website. Should Client receive notice of a claim regarding the Website, Client shall promptly provide Rosenberg Martin Pty Ltd with written notice of such claim.

##### 18.3 Disclaimer of Warranty

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 18.1, ROSENBERG MARTIN PTY LTD MAKES NO WARRANTIES HEREUNDER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

## WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 19 Indemnification

#### 19.1 Indemnification by Client

Client agrees to indemnify us and our third-party suppliers both (i) on our own behalf and (ii) as reseller of goods and services, from and against all liability, loss, cost, expense or damage (including attorney's fees) incurred or sustained as a result of, or in connection with (a) any claim or dispute pertaining to the goods or services provided whether in your name or in such name as you direct (b) any claim that the manner in which the service is directly or indirectly used by you or anyone for whom you are responsible infringes the legal rights of any third party (c) any other claim relating to the use by you or anyone for whom you are responsible of the service provided to you or (d) any claim arising in relation to the content or operation of any website or design; and provided that or (e) any losses or damage due to the lack of performance or perceived failure to perform of the works, services or goods provided (f) losses due to missed deadlines, late deliveries, delays (e) losses due to the termination and suspension of our services.

#### 19.2 Indemnification by us

We agree to indemnify and defend Client, its directors, officers, employees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action arises out of the gross negligence or our willful misconduct.

#### 19.3 Indemnification Process

In claiming any indemnification hereunder, the indemnified party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.

Neither party shall be liable to the other for damages of any sort resulting solely from terminating this agreement in accordance with its terms. Each party shall be liable for any damage arising from any breach by it of this agreement and subsequent services agreements.

#### 20. Limitation of Liability

Without limiting the foregoing, you agree that in no event shall the maximum aggregate liability exceed AUD\$500 against us.

In no event shall we be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect, or punitive damages, however caused and regardless of theory or liability, notwithstanding that we have been made aware or advised of the possibility of such damages.

Our third-party providers expressly disclaim any liability or responsibility for any loss, damage or destruction of your emails, contacts, distribution lists, or any other content.

#### 21. Force Majeure

We shall not be held responsible by Client for any delay, suspension or failure arising out of any circumstances outside of its reasonable control, including but not limited to, acts of God, governmental actions, labour difficulty, war or national emergency, pandemic, terrorism, fire, explosion, flood, an act or omission of a third party, inability to obtain any materials, equipment, facilities or services, failure of performance provided by others, internet interruption or virus, breakdown software, hardware or communication network.

#### 22 Primary Contact

Client shall designate one (1) person to act as the primary liaison for all communications regarding the delivery of a project. Client will authorise Primary Contact to (i) approve designs (ii) approve charges, and (iii) provide content (iv) collect and provide feedback (v) review the site and (vi) attend progress meetings. The Primary Contact will perform and manage any internal processes required by the Client.

#### 23. Miscellaneous

##### 23.1 Survival

All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Client indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

##### 23.2 Amendments

Rosenberg Martin Pty Ltd may update this Agreement from time to time in its sole discretion; the current version may be found at <https://websetgo.com.au/terms/>. In the event of any material change, we will provide written notice to Client. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. If Client does not agree to the terms of any modification, it may terminate this agreement in accordance with section titled Termination.

##### 23.3 Assignment

Client shall not assign, without the prior written consent of Rosenberg Martin Pty Ltd,

its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

#### 23.4 Independency

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party and this Agreement shall not be interpreted or construed to create an association, agency, joint venture, partnership, franchise, or employee relationship between the Parties.

#### 23.5 Waiver

The waiver of failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

#### 24 Notice

Any notice provided pursuant to this agreement, when specified to be in writing, must be provided on paper or by email.

The notice must clearly identify your name, email, position, company, account and the service or document for which the notice relates.

Delivery shall be deemed received (i) when confirmed by signature or by (ii) personal email response and not automatic receipt. We encourage senders to request a response in the notice and call the receiver to prompt a response.

When you are unsure where to direct your notice use the address below:

Rosenberg Martin Pty Ltd  
PO Box 70, Kingsville  
VIC 3012 Australia  
[legal@websetgo.com.au](mailto:legal@websetgo.com.au)

#### 25. Reading the Agreement

##### 25.1 Entire Agreement

These terms and conditions, along with project specific terms and conditions, quotes and attached schedules constitute the entire agreement between Client and Rosenberg Martin Pty Ltd with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in those documents.

##### 25.2 Headings

The section headings used herein are intended as guidance for convenience and should not be included in interpretation.

##### 25.3 Severability

Should any part of this Agreement be determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.