



Software Licence Agreement

FAX 07 3041 0378

Complete Web Pty. Ltd.

ABN 89 515 861 663

PO Box 155 Croydon Victoria 3136
Phone: 1300 283 772 Fax: 07 3041 0378

Email: info@completeweb.com.au

Web: www.completeweb.com.au

Company	<input type="text"/>	CW
Contact	<input type="text"/>	ABN <input type="text"/>
Address	<input type="text"/>	City <input type="text"/>
State	<input type="text"/>	Postcode <input type="text"/>
Phone	<input type="text"/>	Email <input type="text"/>
	Fax <input type="text"/>	Mobile <input type="text"/>
		REP

Domain Name I own this domain name

<input type="checkbox"/> Complete Web Base System	\$34.95 per month	\$1295.00
<i>The Complete Web Base System includes: A website, installation via remote assistance, 3 GB of traffic (additional traffic charged at \$10 per GB), 50 email accounts with Anti Spam software, telephone support, remote assistance and product and module updates.</i>		
Modules	<input type="checkbox"/> Store system (Cart/Checkout/Orders system) \$20 per month	\$995.00 <input type="text"/>
	<input type="checkbox"/> Members (private pages/files)	\$350.00 <input type="text"/>
	<input type="checkbox"/> Bulk Emailer	\$350.00 <input type="text"/>
Training	<input type="checkbox"/> Advanced Training Base system (using remote assist)	\$195.00 <input type="text"/>
	<input type="checkbox"/> Include Store / Catalogue training	\$90.00 <input type="text"/>
	<input type="checkbox"/> Include Members or Emailer	\$90.00 <input type="text"/>
Maintenance	<input type="checkbox"/> SEO Web pages creation (\$160 each)	<input type="text"/>
	<input type="checkbox"/> Store item data entry (\$10 each)	<input type="text"/>
	<input type="checkbox"/> Domain name registration (\$66 each – 2 years)	<input type="text"/>
Other	<input type="checkbox"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="text"/>

	<input type="text"/>	<input type="text"/>
		<i>Monthly</i>
This Agreement is valid for a period of 12 months, thereafter with 30-days notice of termination in writing. To be read in conjunction with the Terms & Conditions of Trade. Payment for Ongoing Licence Fee & Ancillary services is to be paid in arrears .		
<input type="checkbox"/> I undertake to license the Complete Web Software from Complete Web Pty. Ltd. within the terms of this Licence Agreement.		
Signed	<input type="text"/>	Date <input type="text"/>
Please print	<input type="text"/>	



Direct Debit Request

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I/We request that you Complete Web Pty Ltd ABN 89 515 861 3663, to debit funds from my/our nominated account at the financial institution shown below according to the details specified below.

Company	<input style="width: 95%;" type="text"/>	CW
Contact	<input style="width: 95%;" type="text"/>	ABN <input style="width: 95%;" type="text"/>
Address	<input style="width: 95%;" type="text"/>	City <input style="width: 95%;" type="text"/>
State <input style="width: 20%;" type="text"/>	Postcode <input style="width: 20%;" type="text"/>	Email <input style="width: 95%;" type="text"/>
Phone <input style="width: 20%;" type="text"/>	Fax <input style="width: 20%;" type="text"/>	Mobile <input style="width: 20%;" type="text"/>

Payment Agreement for Monthly Hosting and Licensing

First Debit Date <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> First Debit \$ <input style="width: 100px;" type="text"/> Regular Debit Date <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> Regular Debit \$ <input style="width: 100px;" type="text"/>	If you paying for the software via direct debit use this field Regular monthly hosting and licensing payment commencement date Regular monthly hosting and licensing amount
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Direct Debit Request from Bank account, Building Society or Credit Union

Financial Institution <input style="width: 95%;" type="text"/>	Branch <input style="width: 95%;" type="text"/>
Account name <input style="width: 95%;" type="text"/>	
BSB <input style="width: 20px;" type="text"/> - <input style="width: 20px;" type="text"/>	Account Number <input style="width: 95%;" type="text"/>

Direct Debit Request from Credit Card (2% surcharge applies)

<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard	
Card Number <input style="width: 20px;" type="text"/> - <input style="width: 20px;" type="text"/> - <input style="width: 20px;" type="text"/> - <input style="width: 20px;" type="text"/>	Exp <input style="width: 20px;" type="text"/> / <input style="width: 20px;" type="text"/> (MM/YY)
CCV / Batch Code <input style="width: 20px;" type="text"/>	The CCV / Batch Code: 3 Digit code on the signature panel on the back of you VISA or MasterCard
Card Holder Name <input style="width: 95%;" type="text"/>	

Your Authorisation

I / We Authorise Complete Web Pty Ltd to debit my/our account and/or Credit card in accordance to the payment details stated above and as per the Terms and Conditions provided.

Signed: <input style="width: 95%;" type="text"/>	
Date: <input style="width: 95%;" type="text"/>	

Licence Agreement - Terms and Conditions 30th November 2007

These terms and conditions relate to the "Services" of Complete Web Pty Ltd "we"/"us"/"our" including the Complete Web Software "software", Internet Hosting and their use by "you", the "customer".

This Licence Agreement "agreement" is governed by the law in force in Victoria may not be waived or varied except in writing signed by the party granting the waiver or variance.

Customer Warranties and Indemnities

You do not rely on any representation made by us, which has not been stated expressly in this agreement.

You will protect the data and systems by using computer virus scanning processes.

You will keep secure any passwords used to access the Services.

You are solely responsible for persons who you provide access to the Customer Data.

You indemnify us against all costs due to your use/misuse of the Services.

You grant to us licence to use your data to fulfil our obligations under this agreement.

You may not resell or assign your rights and obligations under this agreement without our prior written consent.

You are bound by the conditions of use embedded in the software.

You will keep your contact details up to date and accept responsibility for your out-of-date, corrupt or deficient data.

Complete Web Pty Ltd's Warranties and Liabilities

We accept liability for the Services to the extent of this clause.

We accept liability to Consumers for lack of care and defective materials as required by the Trade Practices Act.

We do not warrant that the Services will meet your needs, be uninterrupted, error free, free from hackers, virus or worm attack, denial of service attack, or from unauthorised access.

We shall not be liable for any errors or for any incidental damage and provide no warranty as to the performance or results, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss.

We are not liable for any loss or damage resulting from the use of Spam, viruses, virus filters and hackers.

Our liability is limited to resupply the Services or payment of the cost of having the Services re-supplied.

This warranty is void if failure of the Services has resulted from accident, abuse, or misapplication.

Payment

We may vary charges and payment terms after completion of 12 months from the date of this agreement with 14 days notice.

Subsequent use of the Services constitutes your acceptance of the amended terms.

Services charges are payable within 14 days of invoice.

You must pay for any charges relating to telephone, Internet, other necessary equipment and your Domain name.

You give us authority to debit your credit card for all charges incurred by you.

You consent to us obtaining a credit agency report for a credit application or for the collection of overdue payments.

No refunds will be given for payments in advance if termination is due to your breach of this agreement

Suspension and Termination of Services

We may suspend, disconnect or deny access to the Services if you fail to comply with this agreement or upon notice of any credible claim that the data is illegal, defamatory, offensive or in breach of a third party's rights or local content laws; in these circumstances we are under no obligation to provide you with a copy of the Customer Data.

You and we may terminate this agreement on 30 days written notice after 12 months from signing this agreement.

Temporary interruptions to service may occur due to maintenance and matters outside our control. Your data is archived regularly for disaster-recovery. We restore from the latest uncorrupted archive.

E-commerce Services – Payment Gateway

The E-commerce component of the Services, provided by payment gateway providers or other parties, is supplied 'as-is' without warranty, either express or implied and you indemnify us against any liability.

You accept your legal obligations to end-users of the E-commerce Services under any legislation for all online transactions you originate or execute using the E-commerce Services. We act solely as a reseller.

Support Services

You are responsible for the maintenance of your operating system. We will provide additional support services under the terms of this agreement. You agree to provide access to your premises, employees, contractors, source and object code, data and databases, legacy

systems and documents, such as we require to provide support services.

If you do not provide access we may stop work and we are not responsible for any loss and you will pay the full fee.

Complete Web Software

We retain ownership and license you to use the Complete Web Software in accordance with the end user license agreement packaged with the software.

The software may not be copied, reverse engineered, de-compiled or disassembled.

The software may not be loaned, leased, sold, sub licensed or otherwise distributed to another user.

The software is provided 'as-is' without warranty of any kind.

We may use your technical identification in a non-identifying format for problem resolution.

You and we remain free to develop products independently without the use of the other's confidential information. Neither of us will be required to restrict the future work assignments of people who have had access to confidential information. These people are free to use the information they remember related to information technology, including ideas, concepts, know-how or techniques, so long as they do not disclose confidential information of the other party in violation of this agreement. This use does not give any rights under the other's copyrights or patents; or require payment of royalties or a separate licence.

Special Requirements

We require information in electronic format for the preparation of 'completed products' (as in "My Site – Completed"). This information is required to enable us to prepare pages such as 'home', 'about us', 'contact us', 'copyright', 'deliveries & returns', for 'privacy policy' etc. Reproduction of any maps or other copyrighted material requires proof of 'right of use'.

Service agreement – Direct Debit Request

The Financial Institution may, in its absolute discretion, determine the order of priority of payments by it of any monies pursuant to this request or any other authority or mandate.

Complete Web Pty Ltd will provide 14 days notice if the payment amount (s) or frequency of the payments vary for future debits.

It is your responsibility to ensure that you have sufficient clear funds in your nominated account to enable the direct debit to be honoured by your financial institution. Direct debits normally occur overnight; however transactions can take up to three (3) days depending on your financial institution. If your Debit request falls on a weekend or public holiday, it will be processed on the next working day.

You are advised to verify account details against a recent bank statement and if uncertain you should contact your financial institution.

If your Direct Debit is dishonoured or returned by your financial institution, for any reason, Complete Web Pty Ltd reserves the right to charge a dishonour fee of \$5.00 (five dollars), and re-present the Direct Debit for processing again on the next business day.

Any dispute arising from this or subsequent direct debits are to be directed to Complete Web Pty Ltd or in writing to the address provided below, or you may contact your financial institution. If no resolution is forthcoming you are advised to contact your financial institution.

If you lodge a DDR Customer Claim form with your financial institution they will investigate whether the transaction was authorised by you. If the transaction date was no earlier than 12 months from the date of your claim you should receive a response within 7 days from the date of your claim. If the transaction date was made earlier than 12 months from the date of your claim you should receive a response within 30 days from the date of your claim.

We will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made in relation to an alleged incorrect or wrongful debt, or otherwise required by law.

I/We authorise the Debit User to verify the details of the above mentioned account with my/our Financial Institution.

I/We authorise the Financial Institution to release information allowing the Debit User to verify the above mentioned account details.

I/We agree to accept payment notifications from the business by either E-mail or SMS as determined by the business. If I do not wish to receive such notifications I/we will contact Complete Web Pty Ltd directly so as to be omitted from such notifications.

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