

STANDARD TERMS AND YOUR RIGHTS

1. Important Note

- a. By entering into this services agreement ("**Services Agreement**") with Us, You agree to be bound by the terms and conditions of the Services Agreement. The Services Agreement will take effect once You have accepted the Services Agreement, which may be undertaken by Your use or engagement of our services, or Your submittal of any request that we provide a proposal for the provision of services to You by Us.
- b. This Services Agreement may serve as the Master Services Agreement with You for the Work, and any other Work that we undertake on Your behalf or other matters subject to Us providing You with either:
 - i. a schedule specific to that Work; or
 - ii. written communication which outlines the basis on which we would undertake that Work.
- c. By entering Your details into any part of any website or other database operated by Us or on our behalf, You grant Us the right to add your contact details to our database. From time to time we may contact You about offers and new products. You can easily be removed by either unsubscribing via the link available in our promotional material or contacting our Customer Service Department at team@internetremovals.com.au and we will remove You from future marketing communications.

2. Definitions and Interpretation

- a. **Defined Terms:** In this document, unless the context otherwise states:

Fees: means our fees for performing the Work.

You: means you as an individual and/or business in relation to whom the Work is performed and/or for whom the Work is performed.

Personal Information and Sensitive Information: have the same meanings as they have in the *Privacy Act 1988* (Qld).

Proposal: means the proposal given to You by Us, and any other subsequent proposal which we give to You and which You instruct Us to undertake Work in respect of.

Us: means Internet Removals Pty Ltd ACN 617 044 229 trading as Internet Removals.

Work: means the work involved in providing You with Internet Removals' services, which You have instructed Us to provide to You, as set out in the Proposal and/or any written communication which

outlines the basis on which we would undertake to provide You with those services.

3. The Work we will Carry Out

- a. Pursuant to the information and instructions provided by You, we will perform the Work.
- b. Our Services Agreement does not extend to services that are not described in the Proposal unless:
 - i. there are written instructions from You and confirmation in writing from Us that acknowledges the changes to the Work; or
 - ii. You provide Us with verbal instructions and we acknowledge the changes in writing to you; or
 - iii. it becomes obvious from written communications between You and Us that You have instructed Us to perform additional services for You, which then become Work subject of this Services Agreement; or
 - iv. it becomes obvious from verbal communications between You and Us that You have instructed Us to perform additional services for You, which then become Work subject of this Services Agreement.
- c. You should immediately contact Us if we have misunderstood your instructions.

4. Materials & Information

- a. You will provide Us with all content, outlines, overviews, keywords, explanations and supporting evidence where requested by Us. You are solely responsible for furnishing all required information, and for furnishing accurate, truthful and complete information necessary for Us to perform and/or complete the Work.
- b. **Accuracy of Information:** You agree that the accuracy of information supplied to Us is your sole responsibility, and that we are not responsible and shall not be held liable for the results of any Work performed and/or services provided on the basis of inaccurate, incomplete or untruthful information provided to Us by You.
- c. **Appointment as your agent:** By this Services Agreement, You appoint Us as your agent for the limited purpose of retaining third party legal practitioners on your behalf, without notice to You, in circumstances where we consider it is necessary to effectively carry out the Work. However, we will not incur any costs on your behalf with the said legal practitioner without your specific authority to do so.

5. How we Charge

- a. We will charge the Fees as set out in the Proposal.
- b. All transactions are processed in Australian dollars (\$AUD), unless otherwise agreed to by You and Us.
- c. All Fees are inclusive of GST.
- d. Any promotional offer that Internet Removals makes is exclusive of and cannot be used with any other offer, promotion or discount.

6. Interest on Overdue Accounts, Suspension of Work and Debt Recovery

- a. Unless otherwise agreed to by You and Us, all the services provided by Us are pre-paid services. As such, You are required to pay any invoice rendered to You by Us in relation to the Fees for the Work before any Work is undertaken.
- b. If You have made a payment plan application to Us, and We have accepted the Payment Plan Application or if You and Us have entered into a deferred payment arrangement in relation to our Fees, You accept and agree to our Payment Plan Terms and Conditions annexed hereto and marked "Exhibit A".
- c. If you have engaged Us to provide You with Content Monitoring Services on a monthly basis, you accept and agree to our Content Monitoring Retainer Terms and Conditions annexed hereto and marked "Exhibit B".
- d. If you have engaged Us to provide you with Feedback Widget Services, you accept and agree to our Feedback Widget Service Terms and Conditions annexed hereto and marked "Exhibit C".

7. Duties and Warranties

- a. We:
 - i. will carry out the Work required with professional skill and diligence to the standard expected of Us; and
 - ii. will, as far as is reasonable, disclose to You in writing any substantial changes to this Services Agreement or to the progress of the Work.
- b. You:
 - i. will make reasonable efforts to be available to give Us instructions in relation to the Work to be carried out;
 - ii. provide Us with timely, accurate and proper instructions, including all documents and other records relevant to the services to be provided by Us;
 - iii. promptly send Us all documents we ask You for;
 - iv. keep Us informed as to all relevant contact details for You; and
 - v. when You anticipate being absent from your residence or business during a time when

instructions will be needed, You will be required to make arrangements to enable Us to contact You.

- vi. We make no representations, guarantees or warranties, express or implied, with respect to our services, their use, suitability, reliability, accuracy, performance or results, their merchantability, or fitness for a particular purpose.
- vii. In addition to clause 7(vi) above, in the event that you interfere with the delivery of our services, where it may impact the outcome or progress of the content removal applications, we will not be liable for the delays or adverse outcome.

8. Privacy Collection Statement

You agree that our Privacy Policy (as may be updated from time to time) governs Our collection and use of your personal information. Our Privacy policy can be found via the following link <http://internetremovals.com.au/privacy-policy/>.

9. Promotional Material

You authorise Us to disclose that we act for You in our promotional material.

10. Electronic Mail

- a. You consent and acknowledge that we may communicate with You electronically by way of email or facsimile as the case may be in accordance with the Electronic Transactions (Queensland) Act 2001, and by accepting to communicate electronically You acknowledge that we may send You all written correspondence electronically for your instructions. If You wish to limit this form of communication then You must instruct Us accordingly.
- b. You agree that we may issue our accounts and give these to you electronically, which You are taken to have received at such time as we have sent this to You electronically.
- c. You agree to assume the risks which are associated with the above forms of communication and agree that we do not accept liability which may arise from such risks.
- d. You agree to fully release and indemnify Us from any claims which You may otherwise have as a result of another person intercepting or interfering with such communications or any other issue arising from the use of such communications.

11. Copyright and Trade mark information, and File Ownership

- a. You acknowledge that all copies of all communications and other documents produced or compiled in connection with the Work remain the sole property of Us, including all communications or records of communication

between You and Us, in addition to Us and any third party in connection with the Work.

- b. You acknowledge that You are not entitled to be provided with copies of any documents, including electronic documents, produced or compiled in relation to the Work, and that this is a reasonable measure to protect our confidential information and intellectual property which has been developed by Us through our experience in the specialist fields connected with undertaking the Work.
- c. All content of anything produced by Us, including any matter appearing on any website or other medium owned or operated by Us (such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) is our exclusive property or that of our content suppliers (if applicable) and is, unless specifically stated otherwise, protected by copyright or similar ownership rights. It is published by Us and may not be reproduced other than by downloading and viewing on a single computer and/or printing a single hard copy, for private purposes only. It is not to be otherwise reproduced, transmitted, made available on a network or used to create derivative works without our prior written consent. All rights are reserved.
- d. If You print off, copy or download any part of our site in breach of this Services Agreement, your right to use our services will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.
- e. All trademarks, logos and service marks shown on our website and our application, unless otherwise specified, are our intellectual property. No rights are granted to use any of them without our prior written consent.

12. Disclaimer and Limitation of Liability

- a. You agree that You use our services at Your sole risk.
- b. We do not warrant the accuracy or completeness of the materials or the reliability of any content on our website or in any other publication. You acknowledge that any reliance on any such content is at Your own risk. We disclaim liability for any errors and omissions in any content.
- c. Upon submitting a content removal application to a webhost, the webhost may make reference on their website to a content removal application having been received in relation to certain content. You acknowledge that in the event this is published by webhosts, this publication or its contents are outside the scope of the Work and are not covered by our content removal applications.
- d. Upon successful removal or de-indexing of a URL from Google Au as a result from our content

removal applications, Google Inc may, in some instances, publish a text making reference to Lumen Database along the lines of *"In response to a legal request submitted to Google, we have removed x result(s) from this page. If you wish, you may read more about the request at LumenDatabase.org."* You

acknowledge that in the event this is published by Google Inc, this publication or its contents are outside the scope of the Work and are not covered by our content removal applications.

- e. To the maximum extent permitted by law, we expressly disclaim liability for any loss You might suffer in connection with the use of our services, including whether we have acted negligently in the provision of our services.
- f. Nothing in this Services Agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentations, or any other liability that cannot be excluded by Australian law.
- g. To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our services, our website or other publication including the content of same, whether express or implied.
- h. We, including all of our agents, offices and directors, will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection, whether directly or indirectly, with the:
 - i. use of our services;
 - ii. use of or reliance on any content displayed on our website or in any other publication, whether written or oral, in particular in relation to:
 - A. loss of profits, sales, business or revenue;
 - B. business interruption;
 - C. loss of anticipated savings;
 - D. loss of business opportunity, goodwill or reputation; and
 - E. any indirect or consequential loss or damage.
- i. You agree to release and indemnify, and hold Us (including all of our servants and agents) harmless from and against, any and all liability for any matter howsoever connected with the provision of services to You by Us, and You agree to pay all expenses incurred by Us, including all legal fees on an indemnity basis, incurred by Us in relation to any action where each of You and Us are named as parties.
- j. You agree to fully release and indemnify Us (including all legal fees on an indemnity basis) against any and all claims made against Us which may arise as a result of Your misuse of our

services and/or You providing Us with false or incomplete information.

- k. Each provision of this clause 12 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or another of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Services Agreement.

13. Acknowledgements - General

- a. You have read, understand and agree to be bound by the terms of this Services Agreement.
- b. You agree that this Services Agreement is to be retrospective from the date of Us taking initial instructions from You.
- c. You understand that the content on our site is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice, including legal advice, before taking, or refraining from taking, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date or of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of our services.
- d. You acknowledge that we are neither providing nor holding ourselves out as capable of providing, or purporting to provide, legal services of any description, and that You have been given the opportunity to consult a legal advisor prior to the engagement of our services.
- e. You acknowledge that the services we provide include reliance on the conduct of third parties, such as search engines, web administrators, ISP's and individuals, and as such, we cannot warrant or guarantee that our services will be effective or successful, as such effectiveness or success is ultimately dependent upon the conduct of the third parties.

14. Survival

- a. Except as otherwise set forth herein, clauses 1, 5, 6, 11, 12, 14, 15d, 15e, and 15f (and any other provisions of these Standard Terms, including its Exhibits, which in order to give effect to their meaning need to survive its termination) shall

survive any termination or expiration of the Services Agreement.

15. Miscellaneous

- a. We may revise the terms of this Services Agreement at any time by amending this page without notice.
- b. By engaging Us, You are agreeing to be bound by the then current version of the Services Agreement. As such, please check our website from time to time to take notice of any changes made.
- c. Other than in exceptional circumstances and at our sole discretion, we have a no refund policy, on the basis that we commence the Work immediately upon acceptance by You of this Services Agreement and payment of our Fees.
- d. If any dispute arises between You and Us, the laws of Queensland, Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia, and waive any right that You may have to object to an action being brought in those courts.
- e. If any exclusion(s) or limitation(s) contained in this Services Agreement (including its Exhibits) is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from this Services Agreement, for that purpose / those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of this Services Agreement.
- f. The failure or delay in exercising a right or remedy under this Services Agreement (including its Exhibits) shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Services Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- g. You must not assign Your rights or delegate Your duties under this Services Agreement without the prior written consent of Internet Removals.
- h. This Services Agreement together with any applicable Exhibit(s), contain all the contractual arrangements of the parties with respect to the items to which it relates, and supersedes all earlier conduct (including any agreements in relation thereto) by the parties with respect to those items.