

These terms and conditions of use (the “Terms of Use”) apply to ServePoint Pty Ltd and ABN 82 602 393 073 (Company) website located at <http://servepoint.com.au> (the “Website”) and all associated websites linked to the Website. By using our Website and services you agree and accept the Terms of Use.

1. Content and Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively known as “Content”), including but not limited to the design, structure, selection, coordination, expression, ‘look and feel’ and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to Company, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Company does not, nor does any other party who provides Content to the Website, make any warranty as to the accuracy, completeness or currency of the Content. As a user of the Website, you are required to make your own enquiries before entering into any transaction on the basis of or in reliance upon the Content. To the extent permitted by law, Company and its employees, officers, agents and independent contractors exclude all liability for any loss or damage (including without limitation, indirect, special or consequential loss or damage) arising from the use of, or reliance upon the Content whether or not this is caused by a negligent act or omission.

Except as expressly provided in these Terms of Use, no part of the Website or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including ‘mirroring’) to any other computer, server, websites or other medium for publication or distribution or for any commercial enterprise, without Company’s express prior written consent.

Company and each party providing Content to the Website are limited in its liability to the extent permitted by law, to the resupply of the Content. Company does not accept responsibility for any liability in respect of access to other content through the use of the Website.

2. Use of our Website

While utilising our Website, you may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. Company reserves its right to bar individuals thought to be conducting such activity.

You may not attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any other services offered on or through the Website by hacking or any other illegitimate means.

You may not scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.

You may not trace or seek to trace any information of any user or customer of Company, including any Company account not owned by you to its source. You may not exploit the Website or any service or information made available or offered by or through the Website in any way where the purpose is to reveal any information, including but not limited to personal identification or information, as provided for by the Website.

You agree that you will not take any action that imposes an unreasonably large burden on the infrastructure of the Website or Company’s systems or networks, or any systems or networks connected to the Website.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Company on or through the Website or any service offered on or through the Website. You may not pretend that you are or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or others.

3. Services We Provide

1. Company Names, Business Names, TFN and GST registrations

- a. If you request a Company Names or Business Name we will carry out availability checks via the relevant Company Name or Business Name application form. You acknowledge that availability is dependent on the ASIC Check Name Availability register (ASIC Register). We are not responsible for any errors or omissions on the ASIC Register or if the ASIC Register or its system is experiencing technical issues, such as downtime or maintenance.
- b. We do not make any warranties as to the registrability of your Company Name or Business Name.
- c. If your chosen Company Name or Business Name is not available, on carrying out the availability check via the application form, your application will not proceed using that Company Name or Business Name.
- d. We will submit your application to ASIC as soon as possible after receipt of your application. If, for any reason, your chosen Company Name or Business Name is no longer available when we submit your application, we will notify you as soon as possible so that you can select an alternative Company Name or Business Name.
- e. If your company registration or Business Name application requires manual review by ASIC, due to an issue with the chosen name, we may need further evidence of your right to use certain terms. If you do not provide the requested information within the relevant time period, as notified by us, then your Business Name or company registration application may be discontinued.
- f. You acknowledge that registration of a Company Name, Business Name or domain name ("collectively and individually, Name") does not prevent third parties from:
 1. registering a trade mark identical or similar to your Name; or
 2. registering a company or business name, similar to your Name; or
 3. Using an identical or similar name as an unregistered trade mark.
- g. You may request Servepoint to assist you in obtaining GST registration and applying for a TFN.
- h. You must be a company to be legally entitled to apply for a TFN and you acknowledge that we do not provide advice as to whether you need to apply for GST or a TFN.
- i. Once you have completed your TFN and/or GST registration application we will endeavour to have this application processed via our electronic system.
- j. If we cannot process the application via our electronic system, then we will lodge the application manually. You acknowledge that your TFN or GST registration may take up to 28 days, subject to any further information required by the ATO.

2. Website Design

- a. You may request us to design your website. We may involve our third party contractors and you will be subject to their terms and conditions with respect to the design of your new website.
- b. You are responsible for keeping a copy of any existing website which may be replaced by the website that you are designing ("New Website") including any databases and hosted files on such websites.
- c. We retain ownership of all source code relating to your New Website where you create your New Website using our website design facility on our Website

- d. You acknowledge that we do not undertake intellectual property due diligence with respect to the design of your New Website. We are not responsible for the content of any New Website.
- e. You must ensure that the New Website complies with all applicable laws and codes of practice in respect of the content of the New Website and the use of your New Website and related services. We are not responsible for your use of your New Website and your compliance with various legislation and regulations.
- f. If your website design contains open source third party applications, you must proactively monitor any available releases of upgrades and/or patches to secure your application from third party hackers or viruses.
- g. You are solely responsible for the backup of any data, websites or information, including email files, databases etc., which may be replaced pursuant to provision of our Services as a result of the publication of your New Website.
- h. You grant us a worldwide, royalty free, perpetual licence (with the right to sublicense) to use screen shots or depictions of your New Website or publish your New Website including any content from your New Website for marketing activities and to use any materials provided by you in connection with your New Website to deliver our Services to you.

3. Emails:

- a. You may request that we provide you with an e-mail subscription service. If your subscription level includes the provision of professional email, which is provided by Google, then the following terms apply.
 - (i) You must register a domain through the Service to obtain the Google professional email service.
 - (ii) You acknowledge that you have read and agree to be bound by Google's terms and its privacy policy with respect to the Google professional email service. Google's current Terms of Service is available at <https://www.google.com.au/policies/terms/regional.html> and its privacy policy is available at <https://www.google.com.au/policies/privacy/>.
 - (iii) We will set up and provision the relevant address mailboxes (Address) for your email system in accordance with your instructions and will notify you when this has taken place. If you wish to add, remove or amend the details of any Address, please notify us. It may take up to 3 business days to process such requests.
 - (iv) You are only permitted to have one Address at any time.
 - (v) We do not provide data migration facilities and we are not responsible for or liable for any loss or damage suffered by you or any other person as a result of any data migration undertaken by you or on your behalf.

4. Domain Name Registration

- a. We are a domain name reseller of TTP Wholesale ("Registrar"). You may request us to secure a domain name registration with this Registrar. Once your domain name registration application is submitted by us to the Registrar, you cannot modify or alter your domain name application. You also acknowledge that transfer fees will apply to transfer the domain name from us to you or your nominated entity.
- b. Your eligibility for and registration and use of your domain name is subject to its availability and all terms and conditions of use of the relevant domain name authority (such as auDA) as well as the Registrar's terms. You must comply with such terms.
- c. If your selected domain name is refused, we will discuss your options with you, including applying for an alternative domain name.
- d. We do not refund any fees if you do not meet obligations with respect to your domain name or if your domain name ceases to be registered for any reason.
- e. You irrevocably waive any claims that you may have against us with respect to any refusal by a domain name authority to register your domain name or relating to your domain name's deregistration by such authority. Registration of a domain name does not grant you legal rights of ownership in the relevant domain name.
- f. We are not obliged to renew any domain name on your behalf if you do not instruct us to do so.

- g. We are not responsible for your use of your domain name. Any dispute between you and a third party regarding any domain name must be resolved between the relevant parties and we do not take any part in such disputes.

5. Website Hosting

- a. You may request that we provide you with a Website hosting service. You are responsible for archiving and backing up any data, including emails, relating to any website which is hosted by us or our agents on your behalf.
- b. The hosting services we provide only relate to materials required for the normal operation of your website.
- c. Our hosting services are subject to general usage and resource monitoring. You must not consume an unreasonable level of our resources resulting in the reduction in quality of hosting services that we can provide to our other customers.
- d. We reserve the right to suspend, cease hosting or restrict the hosting services provided to you if we consider that your website has an unreasonable level of IP traffic or is consuming an unreasonable level of our resources.

6. Branding, Marketing Material, Stationary, Social Media and Logo design

- a. All Branding, Marketing Material, Stationary, Social Media and Logo design will be created based on information provided by the Customer during the order process. They will not be released into production or published until the Customer has confirmed in writing that they have approved all cosmetic appearance and functionality.
 - (i) All branding, marketing material, stationary, social media and logo design provided to you through the Website are generated automatically through our system when you provide all requested information to us via the Website.
 - (ii) All copyright in any amendments made by you vests in you on creation of such amendments.
 - (iii) You must only contribute your original work when you create or make amendments to the Logo through the Website.
 - (iv) We do not undertake any intellectual property due diligence of any Logos made available through the Website. We do not warrant that any Logos generated through the Website are original or that they do not infringe any third parties' intellectual property rights.
 - (v) Your use of any branding, marketing material, stationary, social media and logo design created through the Website is at your own risk.

7. Renewal Services

We will send you an automated notification ("Renewal Notification") to renew any Business Names registered through the Website or any other ASIC annual reviews or annual renewals prior to the relevant expiry date or any Hosting, Domain Name renewal or E-mail renewals.

- a. The Renewal Notification will be sent to the email address or phone number notified by you to us.
- b. It is your responsibility to renew your Business Name or to carry out your ASIC annual reviews and annual renewals. We are not liable for any loss or damage suffered by you due to your failure to renew or if you do not receive the Renewal Notification from us. We recommend that you also diarise your relevant renewal or review dates for each Service.

4. Confidentiality

Company does not guarantee that your use of this Website will be confidential. Company is not responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect of your use of the Website.

Any data or information supplied by one party to the other party in providing the services or its obligations under this Terms of Use or collected by Servepoint under this Agreement (including for the avoidance of doubt any Customer Data) must be kept confidential and not disclosed to any person, except to the extent that disclosure is required by law or as otherwise specified in the terms of use, and may only be used for the purposes set out in this Agreement.

5. Privacy

Company is committed to adopting the highest standards to safeguard our customers' personal information. Please refer to our Privacy Policy which sets out how and why we collect, use and disclose your personal information.

6. Links to Other Websites and to the Company Website

The Website may contain links to other independent third-party websites ("Linked Websites"). These Linked Websites are provided solely as a convenience to our visitors. Such Linked Websites are not under Company's control, and Company is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked Websites. You will need to make your own independent judgment regarding your interaction with these Linked Websites.

7. Cancellation and Termination

Company may at its sole discretion terminate your access and refuse any and all current or future use of the Website. Company reserves the right to refuse service to anyone for any reason at any time.

8. Liability

The Australian Consumer Laws grant you certain rights and protections related to the provision of goods and services that no one can exclude. Nothing in these Terms of Use can exclude or restrict the application of such laws but, to the extent that it can, Company does not give any guarantee or warranties or make any representation of any kind, express or implied. Subject to claims available under consumer protection laws, Company is not liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with our services. Company reserves the right to do the following, at any time, without notice:

- a. modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason;
- b. modify or change the Website, or any portion of the Website, including prices, and any applicable policies or terms; and
- c. to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes

To the extent permitted by law, Servepoint's liability to you for damages in contract, tort, or under any statute or regulation in the performance of or incidental to the supply of Services or the Website, shall be limited to the re-supply of the Services and/or Website. Each party shall have a duty to mitigate damages for which the other party may be responsible.

Neither party shall in any event be liable to the other (whether in contract, tort including negligence pursuant to statute or otherwise) for any loss of production, loss of business, revenue or profit or any other special, indirect, incidental or consequential damages, whether or not the possibility of such damages could have been reasonably foreseen.

If you are unsure about your requirements, you should contact the Australian Taxation Office (ATO), Australian Securities and Investment Commission (ASIC), .au Domain Registration Ltd (auDA) or such other relevant regulatory or supervisory authority, your accountant, financial advisor or lawyer.

By using our online registration applications, you warrant that the information you supply, including your declaration on submitting each application is, to the best of your knowledge, accurate, complete and up-to-date. It is an offence to provide false or misleading information

to ASIC or the ATO. It is your responsibility to inform us of any changes to that information. You may do this by contacting us at support@Servepoint.com.au

We may at any time request a form of identification to verify your identity or the identity of other relevant persons, such as proposed directors or partners, in connection with our Services.

Neither we (nor any of our authorised representatives) will be liable for any charges or other damages or loss arising in connection with any incorrect information provided by you.

This Website aims to provide you with clear and succinct information. However, if you misinterpret such information, we are not liable in any way for any such misinterpretation. Please contact us if you need to clarify something.

We endeavour to begin working on your registration applications immediately after you have submitted them to us. For this purpose, you authorise us (through our business division honcho.com.au) or our nominated representative, as relevant, to act as:

- (i) your registered tax agent on your behalf, in your application for an ABN, TFN or for GST and PAYG registration or BAS lodgments;
- (ii) your ASIC registered agent on your behalf, in your application for a Business Name or company registration or for the relevant renewals; and
- (iii) Your agent in dealing with the domain name registrar in your application for a domain name.

Submission of any application form through the Website does not guarantee that you will successfully obtain the requested registration

If your application needs to be reviewed manually by ASIC or the ATO, then this may delay the relevant registration or result in the registration not being successful.

An ABN must be obtained before a person can register for GST, secure a business name or register a domain name with the Top Level Domain (TLD).com.au. If you do not obtain an ABN, then we may not be able to provide some of these service to you.

9. Indemnity

You must indemnify and hold harmless Company or its employee's, independent contractors and agents and keep them indemnified against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

- (a) any breach by you of these Terms of Use; or
- (b) Reliance by you on any information obtained through the Website.

10. No Professional Advice

We do not give any advice as to the appropriateness or suitability of the Services for you or your business. We do not give or claim to give legal, taxation or financial advice. It is solely your responsibility to ensure that the Services you obtain from us meet your requirements.

11. Applicable Law

The Website (excluding any linked third party websites) is controlled by the Company. By accessing the Website, you accept that any disputes about the Website or the Content are to be determined by the Courts having jurisdiction in Australia.

Although the Website can be accessed throughout Australia and overseas, Company does not represent that the Content on the Website complies with the laws (including the intellectual property laws) of countries outside Australia. If you access the Website from outside

Australia, you do this at your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.

12. Cooperation and Dispute Resolution

Relationship: Nothing in this Terms of Use is intended to create a partnership, agency, joint venture or fiduciary relationship between the parties or establish any party as an agent or representative of any other party. Neither party has authority to act for, or incur any obligations on behalf of the other, except as provided for in this Agreement.

Dispute resolution: Any dispute under this Agreement will be handled via discussions between senior management of both parties.

13. General Terms & Conditions

Compliance with the law: In delivering the Website and/or providing the Services, both parties shall comply with all relevant law, including but not limited to the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth), the Do Not Call Register Act 2006 (Cth) and the Spam Act 2003 (Cth). Both parties warrant to each other that providing the Website and/or Services does not conflict with any obligation or duty owed to any third party, nor infringe the rights of any third party.

Governing Law: This agreement is governed by the laws of the State of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and of all courts competent to hear appeals from those courts.

14. Contact Us

Company aims to provide an exceptional level of service to our customers at all times. If you feel you have cause for complaint or any suggestions for improvement, please email us at support@Servepoint.com.au or call us on 1300 006 263 and we will endeavour to respond to you within ten (10) business days.