Internet Service Terms and Conditions

1.   TERM
1.1   Term. This Agreement and the Rights hereby granted to You by IT Logic Pty Ltd under this Agreement shall commence on the Commencement Date of your Internet Service and continue for the Term subject to the Rights of early termination.
1.2   Continuation of Term. At Your written request given no later than 30 days before the expiration of the Term, You may renew this Agreement for a further Term. If You do not notify IT Logic Pty Ltd of Your intention to either renew or end this Agreement You will be deemed to have renewed on a monthly basis after the expiration of the Term subject to the rights of termination contained in this Agreement.
2.   REFUSAL OF YOUR APPLICATION
IT Logic Pty Ltd reserves the right to refuse an Application by You after You have accepted the terms and conditions of this Agreement.
3.   PROVISION OF SERVICE
3.1   Access. IT Logic Pty Ltd in accordance with the terms and conditions of this Agreement shall provide You with the Service by such means as IT Logic Pty Ltd acting in reasonably good faith determines.
3.2   Credit for Unavailability. IT Logic Pty Ltd will use all reasonable efforts to ensure the continuity and efficiency of the Service. If, due to the negligent act or omission of IT Logic Pty Ltd, You are unable to access the Service during the term of this Agreement, IT Logic Pty Ltd will at its sole discretion issue You with an amount of credit equal to the extent in time that You could not access the Service, as a percentage of the total hours available to You for Your current Billing Period or as provided for in any relevant SLA.
4.   LOG-IN INFORMATION
4.1   Company Shall Provide. IT Logic Pty Ltd shall provide You with Identification and Log-In information required for connection to the System and access to the Internet Service upon IT Logic Pty Ltd accepting Your Application and initial User Charge, if any.
4.2   Confidentiality of Identification and Log In Information. You are responsible for maintaining the secrecy and confidentiality of Your Identification and Log-In information required by You to access the Service. You will not disclose to any other person, corporation, entity or organization any Identification or Log-In information, whether in use or not.
4.3   Your Liability. You are liable for the payment of all User Charges resulting from access of the Service through use of Your Identification or Log-In information, whether authorized by You or not, except to the extent such access is as a result of the acts or omissions of IT Logic Pty Ltd or its agents or employees.
5.   YOUR OBLIGATIONS
You covenant and agree that (a) You shall , if required by IT Logic Pty Ltd, provide Your own Equipment necessary to access the Service; (b) any invoice for Your User Charges raised by IT Logic Pty Ltd shall be deemed to be correct and prima facie evidence of all connection, access, usage of the Service by You contained therein; (c) IT Logic Pty Ltd may at its discretion and at any time require You to disconnect Your Equipment or any part or parts of Your Equipment from accessing and using the Service if, in the reasonable opinion of IT Logic Pty Ltd, such Equipment is or has been the cause or is likely to be the cause of failures, interruptions, errors or defects in the Service; (d) You shall be responsible for all maintenance of Your Equipment; (e) You shall not use Your Equipment (when accessing the Service) in a manner inconsistent with this Agreement; (f) You warrant that in accessing and using the Service You will only use software and hardware that You are legally entitled to use; (g) You are responsible for preparing and maintaining sufficient back-up files and data storage capacity for all Your data, including electronic messages; (h) IT Logic Pty Ltd has no responsibility to provide training in the use or access of the Service pursuant to this Agreement; (i) You are not relying on the Service having any particular performance characteristics, response times or availability unless specified in any relevant SLA.

6. USE OF THE SERVICE

6.1 Complying with Directions. Throughout the term of this Agreement, You shall comply with all reasonable directions that IT Logic Pty Ltd may issue in its discretion from time to time with respect to the use of the Service.

6.2 Proper Use. You shall not engage in or permit disruptive activities which may include, but are not limited to, the circulation of any unsolicited publicity or advertising material, propagation of computer worms and viruses, use of the Service to gain unauthorised access to any other computer system, the sending of harassing, obscene, offensive or threatening electronic mail, forgery of electronic mail and the placement or transmission or storage of any defamatory or pornographic material on the Internet.

6.3 Unsolicited Commercial Email (UCE). You shall not knowingly engage in, permit or be involved personally or as a server connected to the Service in: (a) using UCE as a means of advertising on the Internet; (b) being the source, intermediary or destination electronic mail or Internet or other address involved in the transmission of SPAM, chain letters, mail-bombs or similar things; (c) being listed in any spammed message, either as the source, intermediary or reply-to-address; or (d) delivering harassing electronic mail, whether through language, art form, repetition, frequency or size of electronic mail.

6.4 Illegal Use. You will not knowingly access, nor permit any other party to access the Service for any purpose or activity of an illegal or fraudulent nature. You will not use the Service to contribute to or aid the commission of a crime or to infringe the rights of a third party.

6.5 Terminating Event. If IT Logic Pty Ltd considers on reasonable grounds that You have breached Your obligations in clause 6.1, 6.2, 6.3 and 6.4 IT Logic Pty Ltd may, (but is not obliged to) and without prejudice to any other Right, Claim or action it may have against You, refuse Your access to the Service or immediately terminate this Agreement without notice to You. If IT Logic Pty Ltd refuses You access to the Service, You must pay IT Logic Pty Ltd's reasonable costs within fourteen (14) days of receipt of an invoice from IT Logic Pty Ltd for those costs.

6.6 Privacy. You must comply with all obligations that may be imposed upon You in relation to, without limitation, the collection and use of personal information as provided for in the Privacy Amendment (Private Sector) Act 2000 (Cwlth).

7. VARYING A SERVICE

7.1 Request in Writing. You may make reasonable requests in writing for IT Logic Pty Ltd to vary Your access to the Service (eg. requesting access to the Service to new premises if You move). Within a reasonable time after receiving Your request, IT Logic Pty Ltd will notify You whether: (a) IT Logic Pty Ltd accepts Your request, in which case IT Logic Pty Ltd will inform You of any consequential variations to Your Charges or other terms of this Agreement; or (b) IT Logic Pty Ltd rejects Your request in which case IT Logic Pty Ltd will provide details of the reasons for the rejection and the terms and conditions of this Agreement will remain the same.

7.2 Variation to this Agreement. IT Logic Pty Ltd, in addition to its Right to vary the Charges pursuant to clause 7.1, may propose variations to any other terms of this Agreement by giving You written notice of those variations.

7.3 Method of Variation. When accepting Your request under clause 7.1 or giving You notice under clause 7.2, IT Logic Pty Ltd will also inform You of the method by which this Agreement is to be varied, including: (a) execution by both parties of a variation agreement, in which case the variation will become effective from the execution date of that document; or (b) automatically on expiry of the period specified in the IT Logic Pty Ltd notice under clause 7.2, which is not to be less than 30 days.

7.4 Variation to a Term. If IT Logic Pty Ltd provides written notice to You of a proposed variation to a term or condition under clause 7.3: (a) You may notify IT Logic Pty Ltd that You do not agree to the variation to that term or condition; and (b) if You and IT Logic Pty Ltd do not agree on the variation to that term and condition within the 30 day notice period specified in clause 7.3, either party may terminate the Service within a further fourteen (14) days, immediately on providing the other Party with written notice.

8. PROTECTION OF INTELLECTUAL PROPERTY

8.1 Infringement of Intellectual Property. You will not knowingly reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information, data, images or programs accessed through or received from the Service that would infringe the intellectual property Rights of any other person.

8.2 Responsibility for Consent. You shall be responsible for obtaining any consent, approval or license from the holders of any intellectual property Rights required to enable You to deal with any relevant Data or to do any act or thing in relation to those intellectual property Rights.

9. SYSTEM AVAILABILITY

9.1   Hours of Operation. IT Logic Pty Ltd shall use all reasonable endeavours to provide the Service on a continuous basis during the term of this Agreement provided however that IT Logic Pty Ltd may without notice suspend all or part of the Service immediately, including where: (a) there is a malfunction or breakdown of any of IT Logic Pty Ltd's equipment or if IT Logic Pty Ltd is required to undertake the repair, maintenance or service of any part of the Service; (b) there is an electrical storm, fire, tempest, electrical short circuit, power failure, telecommunications failure or fault; or (c) there is an industrial dispute, or lockout; (d) it is reasonably required to reduce or prevent fraud or interference within the Service; (e) IT Logic Pty Ltd is required to comply with an order, instruction or request of government, the ABA, emergency services or other competent authority; (f) there is a failure by You to pay any charges (including the User Charges) due to IT Logic Pty Ltd; or (g) there is any act of God, war, government action, or any other circumstances beyond IT Logic Pty Ltd's reasonable control occurs.

9.2   Service Level Agreement (SLA). IT Logic Pty Ltd will use its best efforts to meet its obligations under any SLA entered into in conjunction with this Agreement (if any) and as varied from time to time.

9.3   Discontinuation. If IT Logic Pty Ltd's license or authority to provide the Service is withdrawn, restricted or altered in such a way that IT Logic Pty Ltd considers it is not commercially viable or impractical or impossible to continue to provide the Service to You or any Claim is made that the inclusion of information, Data, program, code or material in a Database infringes the rights of a third party or exposes IT Logic Pty Ltd to liability to any third party or to liability for prosecution for an offence or liability to a statutory penalty, IT Logic Pty Ltd may elect to discontinue Your access to the Service provided however IT Logic Pty Ltd will endeavour to provide You with prior written notice, where it is reasonable and practicable in IT Logic Pty Ltd's opinion to do so.

9.4   Scheduled Maintenance. IT Logic Pty Ltd will use its reasonable endeavours to: (a) except in an emergency situation, provide You with seven days' notice of any scheduled maintenance of the Service; and (b) ensure that any scheduled maintenance is carried out between the hours of midnight and 7.00am.

9.5   No Claim. You have no Claim against IT Logic Pty Ltd in respect of any loss of access or functionality to the Service referred to in this clause, whether such Claim lies in contract, tort or otherwise, (including negligence) for any loss or damage howsoever arising unless specifically provided for in any relevant SLA.

10.   USER CHARGES

10.1   Payment. You agree to pay IT Logic Pty Ltd the User Charges as specified in the Application in the manner provided for in this Agreement and the Application.

10.2   Taxes. The User Charges do not include taxes. Accordingly, You must pay any applicable taxes on the User Charges (including a goods and services tax as provided for in clause 18) at the same time as You pay the User Charges.

10.3   Initial Charge. You acknowledge and agree that any initial User Charge required by IT Logic Pty Ltd to process Your Application and provide You with initial access to the System is non-refundable and payable in advance of IT Logic Pty Ltd processing your Application.

10.4   Additional Charges. IT Logic Pty Ltd reserves the Right to charge an amount in addition to the initial User Charge which is required as a result of circumstances not reasonably anticipated by IT Logic Pty Ltd or not disclosed by You prior to Your access to the Service.

10.5   Invoices. IT Logic Pty Ltd will invoice You for the User Charges and You shall pay all amounts within the payment term specified in the Application, but in any event by the date specified on the invoice. If IT Logic Pty Ltd has omitted charges from an invoice, IT Logic Pty Ltd may include those charges in a later invoice.

10.6   Bank Charges. You acknowledge and agree that IT Logic Pty Ltd is not liable for any bank charges or bank costs incurred by You as a result of Your bank account becoming overdrawn or Your credit card exceeding the limit imposed by the bank when IT Logic Pty Ltd, by Your authority, processes an automatic or manual User Charge on Your behalf. You shall reimburse IT Logic Pty Ltd immediately upon demand for any such charges incurred by IT Logic Pty Ltd. Without limitation, a demand may include adding the amount of those charges to an invoice.

10.7   Variation. IT Logic Pty Ltd may vary the User Charges from time to time by giving You thirty (30) days written notice of any intended variation.

10.8   Upon Termination. You will not receive a reduction or refund of any amount paid or owing if this Agreement is terminated.

10.9   Late Payment. Without relieving You of the obligation to pay any User Charges under this Agreement, You shall pay interest at the rate of 12% per annum and calculated daily on all accounts due and not paid on the expiration of the due date specified on the invoice. You will not receive a reduction or refund of any amount paid or owing if this Agreement is terminated.

10.10 **Termination for Non-Payment**. IT Logic Pty Ltd may terminate this Agreement after seven (7) days without notice to You if You do not pay any User Charges by the date specified on the invoice.

10.11 **Disputed User Charges**. If You have not notified IT Logic Pty Ltd in writing within seven (7) days of the invoice date of a dispute in relation to any User Charges in a relevant invoice, You shall be deemed to have accepted the invoice amount in full and must pay it in full by the due date.

11.   IT LOGIC PTY LTD'S RIGHTS

11.1 **Compliance Rights**. IT Logic Pty Ltd may, at any time: (a) intercept the Service, or the data being transmitted over that Service, for the purposes of complying with its legal obligations; (b) monitor Your use of the Service , the messages sent or received through it, and the data stored on IT Logic Pty Ltd servers for the purposes of complying with its legal obligations or the lawful exercise of its Right to enforce this Agreement; (c) delete any transitory data stored on IT Logic Pty Ltd servers which has been stored for more than thirty (30) days or such other period specified in any relevant SLA.

11.2 **Effect of the ABA**. Commonwealth legislation allows the Australian Broadcasting Authority ('ABA') to direct IT Logic Pty Ltd to remove certain Internet content from its servers or prevent users from accessing certain Internet content. IT Logic Pty Ltd may take any steps necessary in order to ensure compliance with any relevant industry code of practice, notification or direction from the ABA, including without limitation: (a) removing any content (including part or all of a web site) from its servers; (b) terminating the Service; or (c) restricting access to a particular web-site. IT Logic Pty Ltd may take these steps immediately without notice to You. You indemnify IT Logic Pty Ltd for any costs reasonably incurred by IT Logic Pty Ltd in order to ensure compliance with any relevant industry code of practice, notification or direction from the ABA in relation to content accessed or hosted by You using the Service. You must take all steps reasonably necessary to ensure that compliance.

12.   TERMINATION

12.1 **Immediate Termination at IT Logic Pty Ltd's Option**. IT Logic Pty Ltd may terminate this Agreement immediately if You: (a) do not pay any of the User Charges under this Agreement within thirty (30) days from the date that the User Charges fall due; (b) You are in breach of either clauses 5, 6, 8.3, or 9; and (c) if it appears likely to IT Logic Pty Ltd that You will become insolvent or have a receiver, manager, administrator or liquidator appointed.

12.2 **Automatic Termination**. This Agreement shall automatically terminate if You become insolvent or have a receiver, manager, administrator or liquidator appointed. For the sake of clarity, termination according to this clause shall be self-executing and not require any action on the part of IT Logic Pty Ltd.

12.3 **Termination by IT Logic Pty Ltd**. IT Logic Pty Ltd reserves the right to terminate this Agreement at any time by giving at least thirty (30) days notice in writing to You. If You are not in breach of any of the terms and conditions of this Agreement, any User Charges paid by You to IT Logic Pty Ltd will be refunded to You by IT Logic Pty Ltd pro-rata to that amount of Your unused credit.

12.4 **Termination by You**. You may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to IT Logic Pty Ltd after the expiration of the Term and all outstanding user charges has been paid in full by you.

12.5 **Upon Termination**. Upon termination of this Agreement for any reason, You shall immediately cease any type of access to the Service.

12.6 **Effect of Termination**. Any termination of the Agreement shall not affect any accrued rights or liabilities of either party, nor shall it effect any provision of this Agreement which is expressly or by implication intended to continue in force after such termination.

13.   ASSIGNMENT

13.1 **Assignment by You**. You shall not be entitled to assign Your Rights or obligations under this Agreement without the prior written consent of IT Logic Pty Ltd which consent may not be unreasonably withheld. An assignee must sign IT Logic Pty Ltd's current Application for the Service and pay any initial User Charge that applies.

13.2 **Assignment by IT Logic Pty Ltd**. IT Logic Pty Ltd can assign its Rights and Obligations under this Agreement in its discretion without Your consent and upon such assignment shall have no further liability whatsoever to You pursuant to this Agreement.

14.   IT LOGIC PTY LTD NOT AN ESSENTIAL SERVICE

The parties acknowledge and agree that the performance of the obligations of IT Logic Pty Ltd pursuant to this Agreement does not constitute an essential service for the purposes of the law relating to insolvency. If IT Logic Pty Ltd is found to be providing an essential service in a relevant sense and IT Logic Pty Ltd is required by any

person or court of competent jurisdiction to continue to abide by its obligations under this Agreement despite You breaching the terms of this Agreement then You acknowledge that the User Charges will be charged at IT Logic Pty Ltd's Short Term Rates immediately upon notification by IT Logic Pty Ltd to You in writing to that effect.

15. THIRD PARTY CONTRACT LIABILITY

You shall at all times release and indemnify IT Logic Pty Ltd, its servants and agents from and against any Claims and loss (including reasonable legal costs and expense) or liability whatsoever incurred by IT Logic Pty Ltd with third parties in reliance on this Agreement or to support IT Logic Pty Ltd's obligations under this Agreement including but not limited to commitments made to third parties that exceed Your requirements but which IT Logic Pty Ltd has deemed in its absolute discretion were reasonably necessary or desirable in connection with this Agreement.

16. GENERAL

16.1 Warranty of Authority. Each party signing this Agreement warrants to the other party, as at the date of signing, that the signatory has the full power and authority to execute this Agreement on behalf of that party.

16.2 Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws from time to time in force in the State of NSW and the parties submit to the non-exclusive jurisdiction of the Courts of NSW.

16.3 Validity. The provisions of this Agreement shall be constructed so as not to infringe the provisions of any applicable Act or Regulation or be void, invalid or unenforceable at law or in equity, but if any provision on its true interpretation does infringe any applicable Act or Regulation or is void, invalid or unenforceable at law or in equity then that provision shall be read down to such extent as maybe necessary to ensure that it does not so infringe or is not void, invalid or unenforceable and as maybe reasonable in all the circumstances so as to give such provisions a valid operation of a partial character and in the event that the infringing provision cannot be so read down it shall be deemed to be void and severable from this Agreement.

16.4 Counterparts. This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument. Facsimile copies of this Agreement shall be treated as originals and signatures on facsimile copies deemed to be original and binding.

16.5 Variation. No variation of this Agreement nor consent to a departure by a party from a provision, shall be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent shall be effective only to the extent to or for which it may be made or given.

16.6 Waiver. The non-exercise of or delay in exercising a right of a party shall not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by notice, signed by the party (or its authorized representative) to be bound by the waiver.

16.7 Further Assurances. Each party to this Agreement shall do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by notice from another party to carry out and give effect to the terms and intentions of this Agreement and to perfect, protect and preserve the rights of the other parties to this Agreement.

16.8 Liability of the parties. If a party consists of more than one person: (a) an obligation of those parties is a joint obligation of all of them and a several obligation of each of them; (b) a right given to those parties is a right given jointly and severally to each of them and if exercised by one of them, is deemed to be exercised jointly; and (c) a representation, warranty or undertaking made by those parties is made by each of them.

16.9 Severability. This Agreement shall, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable: (a) that provision shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or (b) if the provision or part of it cannot effectively be read down, that provision or part of it shall be deemed to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

16.10 No Liability. Except as otherwise expressly provided for in this Agreement or otherwise agreed between You and IT Logic Pty Ltd in writing, IT Logic Pty Ltd shall not be liable to You in contract or in tort arising out of, or in connection with, or relating to, the use of the Service or any breach of the conditions of this Agreement or any fact, matter or thing relating to the Service or error (whether negligent or a breach of contract or not) in information supplied to You before or after the date of Your use of the Service.

16.11 Consequential Loss. IT Logic Pty Ltd shall be under no liability to You in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred by You or which may arise directly or

indirectly in respect of goods or services supplied to You pursuant to this Agreement or in respect of a failure or omission on the part of IT Logic Pty Ltd to comply with its obligations under this Agreement.

16.12   Implied Terms . IT Logic Pty Ltd gives no warranties to You, expressed or implied in respect of goods or services supplied to You pursuant to this Agreement and all such warranties are excluded, subject to clause 17.13.

16.13   Trade Practices Act. Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of all exercise of all liability under such condition of warranty, the condition or warranty shall be deemed to be included in this Agreement. However, the liability of IT Logic Pty Ltd for any breach of such condition or warranty shall be limited, at the option of IT Logic Pty Ltd to 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.

16.14   Claims Against IT Logic Pty Ltd. You shall at all times release and indemnify IT Logic Pty Ltd, its servants and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by IT Logic Pty Ltd arising from any Claim, demand, suite, action or proceeding by any person against IT Logic Pty Ltd, its servants and agents where such loss or liability arose out of, in connection with, or in respect of: (a) Your access and use of the Service; (b) any information, Data or material obtained, accessed or published by You in whole or in part; (c) any breach by You of any term or condition of this Agreement; (d) any omission or failure by You to perform Your Obligations contained in this Agreement (e) any material of a Database or Data which is accessed through the Service which is in any way defamatory. This release and discharge shall apply in respect of each jurisdiction in which the defamatory material is published from time to time; (f) any dealing (by any person, including IT Logic Pty Ltd) with Data in which You hold any copyright or other intellectual property Right.

16.15   Your Acknowledgement. You acknowledge that You have relied upon Your own judgment to evaluate the suitability of the Service for the purpose for which You require the Service.

16.16 Privacy Consent. By applying for these Services You authorise IT Logic Pty Ltd to exchange with its Related Bodies Corporate and professional advisers the customer information provided by You in the Application and in the course of receiving the Service.

17.   AUSTRALIAN GOODS AND SERVICES TAX ("GST")

17.1   GST Exclusive . All amounts expressed or described in this Agreement are GST exclusive amounts. If any GST (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time, 'GST') is payable by any party ('Supplier') in respect of the supply of any goods, services, real property or any other things to another party ('Recipient'), then the amount expressed or described in this Agreement ('Original Amount') is to be increased so that the Supplier receives an amount ('Increased Amount') which, after subtracting the GST liability of the Supplier on that Increased Amount, results in the Supplier retaining the Original Amount after payment of that GST liability.

17.2   Claiming Input Tax Credits. The Supplier will do all things reasonably available to it to assist the Recipient to claim on a timely basis any input tax credits (if any) the Recipient may be entitled to claim for any goods, services, or rights granted by or acquired from the Supplier. This includes the Supplier maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under this Agreement on a timely basis as reasonably requested by the Recipient.

17.3   Cost Reduction. The Supplier acknowledges that under the GST Law the Supplier is required, from the date the GST is imposed, and at all times that a GST related tax reform takes effect, to reduce the consideration payable by the Recipient to the extent that the cost to the Supplier of supplying any goods or services or rights granted or other things under this Agreement is reduced.

18.   EXTENSION VIA APPLICATIONS

You acknowledge and agree with IT Logic Pty Ltd that after the Commencement Date You may wish to engage IT Logic Pty Ltd to provide other or additional Services to those specified in the Application ("New Services") which had not been agreed to at the Commencement Date. The parties agreed that they may arrange for the provision of any number of New Services by executing any number of further Applications dealing with those New Services. The combination of an executed Application and these terms and conditions shall constitute a entire new agreement ("a New Agreement"). If more than one Application is completed then the New Agreement is expanded to be

inclusive of each such Application until the Services anticipated by the parties in the Application are complete or any relevant term expires or the New Agreement is otherwise terminated validly at law. Any breach of a New Agreement shall be deemed to be a breach of this Agreement and any other New Agreements entitling the non-breaching party to exercise their Rights under each of the New Agreements and this Agreement. In the event that a further Application is not entered into the provision of the Services in circumstances not specifically contemplated by any existing Application or this Agreement shall be governed and the parties agree that these terms and conditions shall apply to all dealings for the Services and any variation of them whether contemplated now or in the future.

19.   DEFINITIONS

In this Agreement unless the contrary intention appears: "**Acceptable Use Policy**" means that policy adopted by IT Logic Pty Ltd and annexed as such to this Agreement; "**Application**" means the application form to be completed by You after You have accepted the terms and conditions of this Agreement or which is excepted in accordance with any online based "click here" procedures which may apply; "**Billing Period**" means the billing term and cycle that You accept in the Application for which the User Charges accrue; "**Claim**" means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent; "**Commencement Date**" means the date that IT Logic Pty Ltd allows You to access the System and will continue for the Term subject to the terms of this Agreement and the rights of early termination; "**Data**" means but is not limited to publicly available data, programs, information and other works and materials accessible on the Internet Service including without limitation web sites and pages and web delivered software and other applications; "**Database**" means those databases at various locations around the world which hold the Data; "**Equipment**" means Your equipment used to access the System including any necessary software and hardware; "**Identification**" means that identification provided to You by IT Logic Pty Ltd as specified on the Application or any other identification that IT Logic Pty Ltd provides to You in its discretion at any time; "**Internet**" means the world wide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol; "**Internet Access Service Network**" means the data communication network owned and operated by IT Logic Pty Ltd and based on TCP/IP and other internet protocols which provide interconnection between the local area networks of various persons and entities and other networks within Australia and overseas; "**Internet Service**" means the interactive dial-up access to the Internet Access Service Network allowing You access to the Databases and Data and to the Resources; "**Log-In**" means the password to be used in conjunction with the Identification when You access the Service. IT Logic Pty Ltd reserves the right to ask You to reset or alter Your Log-In in its discretion at any time; "**Resources**" means those services that IT Logic Pty Ltd makes available to You, including but not limited to, electronic mail ("email"), newsgroups, information, databases and the Internet; "**Right**" includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action; "**Scale of Fees**" means those fees varied from time to time as described as such in the Application Form; "**Service**" means the service specified in the Application; "**Short Term Rates**" means the rates charged by IT Logic Pty Ltd from time to time for supply of the Services on a thirty (30) day basis including amortization of third party long term contracts incurred by IT Logic Pty Ltd and such other additional costs and expenses determined by IT Logic Pty Ltd from time to time in its absolute discretionary; "**SPAM**" means any unsolicited message in the mediums of electronic mail ("email"), newsgroups or web hosting; "**Term**" means the period of twelve (12) months from the date on which IT Logic Pty Ltd notified You that it accepts the Application until the expiration of Your Term or as selected in the Application subject to the Rights of early termination; "**User Charges**" means the amount payable by You in accordance with the scale of fees accepted by You in the Application; "**You**" or "**Your**" means and refers to the party named or identified as the applicant or customer in the Application to receive the Services.