

Wellsites Terms and Conditions

You should carefully read the following Service Agreement. Your purchase or use of Wellsites' services implies that you have read, understood and accepted this Service Agreement.

1) LICENSE Wellsites grants you non-exclusive limited License to use the Website and other services sold through our company in accordance with this Service Agreement. Our services may only be used for lawful purposes - any use of these services which violates any applicable laws is strictly prohibited. It is your responsibility to be aware of the laws in both the jurisdiction of where our servers are located and your local jurisdiction. We reserve to the right to make the final decision on what constitutes lawful or unlawful purposes.

2) UNLAWFUL SITES You may not run any Website with adult-oriented content (sexual material or services) on our servers. If you are unsure as to what constitutes "adult" material please email support@wellsites.com.au. You will not allow any content to be published on the website which is improper, fraudulent or unlawful or is offensive, obscene, defamatory, menacing or which may bring our service into dispute (this includes stolen copyrighted material and pirate software).

All our clients and visitors to our website are governed by the laws of Australia and International Conventions codes or regulations applicable to the internet. Any breaches of the law, the website will be temporarily suspended and investigations will be carried out.

3) PAYMENT/ REFUND TERMS

All prices are quoted in Australian dollars are exclusive of GST unless specified.

All invoices are to be processed as per the schedule via your preferred method of payment.

Milestone payments must be made within 5 working days of each milestone/schedule, unless mutually agreed otherwise. Final payment must be made within 14 days of the site finalisation.

Wellsites reserve the right to negotiate and refund appropriate portion of the amount paid by customer towards the requested service. If you cancel your order after making the payment, but the work has not commenced, we will refund 75% of the payment that you have already made. If the order is cancelled after the commencement of work, the maximum refund or charge will be 50% of the invoice. There will be no refund or adjustments if cancellation is called when more than 50% of the work has been completed. All cancellations must be received in writing and can be sent via regular mail, email or fax. Telephone requests on cancellations will not be accepted.

For minor or once-off works, payments need to be made either in advance or as per the terms mentioned in the invoice/proposal. If you require any changes to the terms, you must inform us in writing (emails accepted) within two working days of the receipt of the same.

Late fees and charges: All outstanding invoices may incur a late payment fee of 10% of the pending amount and an administration fee of \$5.50 per month, from the due date.

Due date: Is the date on which the payment is due as per the terms on the invoice/proposal

Outstanding Invoice: An invoice is deemed to be outstanding if the payment is still due after 14days of the expiry of the due date.

Debt Collection: Client is provided a further 7 days after late payment fee is applied to pay the invoice. Failure to pay may result in the outstanding amount referred to a debt collector. Wellsites will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the outstanding amount (debt collectors, administration charges, legal fees) will be referred to the client for processing.

Suspension: Wellsites has the right to suspend your website until all money owed is paid.

If you are late with a payment or have any queries regarding the Invoice, please contact Accounts immediately on receiving the invoice or reminder emails.

All communications/correspondences is generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.

Any payment relating to the domain name registration renewal or hosting or any 3rd party products or service purchased on behalf of the client will have to be in full and is non-refundable. In case of web-hosting renewals all cancellations must be notified to us 30 days before the renewal date.

4) CANCELLATION POLICY You may cancel your account at any time. All cancellation requests must be submitted by the person listed as the main account contact. Cancellations may incur a migration fee and cancellation fees. We do not give pro-rated refunds.

5) OWNERSHIP You may not claim intellectual or exclusive ownership to your Website, print designs, or other materials provided by Wellsites, modified or unmodified. All services and Websites are property of Wellsites. Our Websites are provided "as is" without warranty of any kind, either expressed or implied. In no event shall our company be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability to use our services.

6) IMAGERY, CLIPARTS AND FONTS All imagery, clipart and fonts used in our templates are royalty-free and are an integral part of our services. This limited-usage License gives you the right to use images and fonts only as a part of the services we provide for you. Any other type of usage or distribution is prohibited.

7) UNAUTHORIZED USE You may not place any of our template materials, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from Wellsites.

8) ASSIGNABILITY You may not sub-license, assign, or transfer this license to anyone else without prior written consent from Wellsites.

9) WELLSITES BRANDING All websites designed by Wellsites MUST keep the Wellsites brand name. The Wellsites brand name can only be removed once 80% of the website has been altered. This applies to all hosting environments.

Failure to do so will incur a license fee of 5 times the value of the website plus legal fees.

10) INDEMNIFICATION You agree to indemnify, defend, and hold harmless Wellsites from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, your clientele, Wellsites, or any other party or parties without limitation or exception.

11) NO WARRANTY Wellsites makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Wellsites or its agents or employees shall create a warranty. Under no circumstances shall Wellsites be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

You understand that by placing information on Wellsites' servers that such information becomes available to all Internet users and that Wellsites has no way of limiting or restricting access to such information or protecting such information from copyright

infringement. You assume total responsibility and risk for your use of Wellsites' servers, services, and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Wellsites or on the Internet generally.

Your use of the service is at your sole risk. Wellsites is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Wellsites' servers.

You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by Wellsites, including restrictions on services available with each service type, restrictions on certain features, and all other policies. Wellsites may change its policies and restrictions without notice. You agree to abide by any and all future policy decisions pertaining to your service with Wellsites.

12) ADMINISTRATION ACCESS Wellsites will have their own administration login to each client's website. We will use this login to perform software upgrades periodically to ensure that each client's website is running with the latest versions of software. This excludes any third part software bought by the customer and is not part of Wordpress.

Wellsites are always looking to improve security on a client's website. Wellsites will install new software to help aid security.

The login will also be used when a client requests additional functionality e.g creation of forms, resetting passwords, or for any other administration task that a client has requested.

13) THIRD PARTY PLUGINS Clients who install their own plugins or third party software MUST take full responsibility. Wellsites will not be responsible for any problems that might have directly or indirectly

arisen due to the installation of say plugin. Clients will be liable to pay Wellsites at their standard hourly rate for correcting those problems.

Wellsites will upgrade any valid plugins as part of their standard upgrade procedure to ensure the Client's site is kept up-to-date.

14)AGREEMENT ACKNOWLEDGEMENT This agreement supersedes any written, electronic, or oral communication you may have had with Wellsites or any agent or representative thereof, and constitutes the complete and total agreement between the parties. Should any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable. By using our services or placing or maintaining any data on Wellsites' servers you are stating and acknowledging that you have read the aforementioned Service Agreement and that you understand such Service Agreement and agree to be bound by it.