

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 You agree to pay for the services received from Wellsites via credit card, in advance of the time period during which such services are provided. You agree that until and unless you notify Wellsites of your desire to cancel your service, your service will be billed on a recurring monthly basis.

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. While there are no cancellation fees, we do not give pro-rated refunds. This means that on the date you cancel,

your card will not be charged again from that date forward, nor you will not receive a pro-rated refund.

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) 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.

10) 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.

11) 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 includes all software installed by Wellsites & excludes any software installed by the client.

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.

12)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.