

Schedule 3 Terms and Conditions

E-Business Network User Terms & Conditions:

Introduction:

This site is licensed and operated by the e-Business Network Owner. Your use and access to the e-Business Network (the "Network") is subject to the following terms and conditions (the "Terms").

We recommend that you read these Terms carefully before you use this Network. By using and continuing to use this site, you will be deemed to have agreed to these Terms. If you do not agree to these Terms, you should not continue to use this site.

All references to "us", "we" or "our" are references to the Network Owner.

All references to "you", "your", "yours" are references to the person who has accessed the Network.

General Terms

1. Using the Network
 - a. In joining the Network, you accept the Terms and warrant that you are either a parent, past parent, employee or alumni member or have an approved connection with us.
 - b. Without limiting any other remedies available to us by law, in equity or under these Terms, we may, in our sole discretion, suspend or terminate your membership if 1. The warranty given under your application for membership is incorrect; or 2. We reasonably suspect or are informed by a government authority that you have engaged or may engage in fraudulent activity using or otherwise in connection with your use of the Network and you will have no claim whatsoever against us in respect of any such suspension or termination of your membership. The Network reserves the right to reject any member from the Network in its absolute discretion.
 - c. You are responsible for all fees and charges you incur when accessing and using the Network. These may include the fees and charges of internet service providers, telecommunications carriers and other third parties.
 - d. We may modify these Terms from time to time. It is your responsibility to remain familiar with them and understand the changes. If you do not agree with our modifications, you should terminate your use of the Network. Your continued use of the Network now or following the posting of notice of any changes to the Terms will constitute a binding acceptance by you of the Terms or any subsequent modifications.
 - e. You must not register on behalf of anyone else and you must not allow anyone else to use your registration details to access and use the Network.
 - f. You must maintain the security of your username and password. You are responsible for all activity on the Network that occurs using your username and password including activity generated by a third party using your username and password with or without your permission.
 - g. We do not offer any form of insurance or buyer or seller protection which will assist you, because our site merely provides an online venue for members to offer, sell, and

buy and we are not otherwise involved in the transactions and interactions between buyers and sellers.

- h. We are not involved in the actual transaction between buyers, sellers or members and to the extent permitted by law, we specifically disclaim all liability for any loss or damage (whether actual, consequential, direct, indirect or special) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the transaction.
- i. We do not accept any liability in respect of your involvement in any mediation, arbitration, tribunal hearing, court proceeding or other proceedings of whatever nature with a buyer or a seller (as the case may be) in any way arising out of or in any way connected with your transaction. We may plead the agreement by you to these terms and conditions as a bar to any claim, action, proceeding or suit brought by you against us for any matter arising out of any transaction or otherwise on the Network.
- j. We may send you communications and notices regarding your transactions and your account on our site. They do not represent any endorsement or guarantee or legitimisation of your transactions. You are responsible for completing all transactions you participate in (including monitoring their status and complying with all relevant legal obligations).
- k. Goods and services purchased through the Network are entirely at your own risk. We are not liable for the content and purchases made through this facility.

2. Privacy Policy

By using the Network, you agree:

- a. to the terms of our Privacy Policy; and
- b. that :
 - i. we cannot ensure the security or privacy of information you provide through the internet and your email messages; and
 - ii. we cannot ensure the security or privacy of information submitted or stored on the Network due to any technical limitations (including, but not limited to, viruses or hacking) in the hardware or software comprised in the Network.
- c. Unless you tell us otherwise, you agree that we may send electronic mail to you for the purpose of informing you about:
 - i. changes in or additions to the Network; and
 - ii. other related or similar products and services or products and services in which you may be interested, in addition to any other matters referred to in our Privacy Policy.
- d. all communication and disclosure will comply with our privacy statement and the privacy requirements of any applicable law in force.
- e. to the extent permitted by law, you release us from any and all liability in connection with this clause 2.

3. Proprietary Information and Copyright

- a. All intellectual property in relation to content on the Network belongs to us. You obtain no interest in that intellectual property.
- b. You acknowledge that we retain the copyright in any artwork or text prepared by us and agree not to use such artwork or text for any purpose.
- c. When you submit content to us in any format, including any text, photographs, graphics, video or audio, you grant us a non-exclusive, royalty free perpetual license to publish that content.
- d. You warrant that all material which you provide to us for use in an advertisement is owned or licensed by you and that its use by us will not infringe the rights of any other person.
- e. You indemnify us against any and all costs, fees (including legal fees on a full indemnity basis), damages and other expenses that may be incurred by us as a result of a breach of the above warranty.
- f. Nothing displayed on the Network should be construed as a grant of any licence or right of use of any logo, trademark or masthead displayed on the Network without the express written permission of the owner.
- g. You may download and view content or print a copy of material on the Network for personal, non-commercial use provided you do not modify the content in any way (including any copyright notice). All rights not expressly granted under these terms of use are reserved by us. Unless expressly stated otherwise, you are not permitted to copy or republish anything you find on the Network without the copyright or trademark owner's permission.
- h. Our logo and the webpage mastheads on the Network sites are our registered trademarks.

4. Third party content and links

- a. The Network may include third party content which is subject to that third party's terms and conditions of use. We accept no liability for use of that information. It is up to you to read those terms and conditions to ensure you are willing to comply.
- b. Nothing on the Network should be construed as granting any licence or right for you to use that content.
- c. The Network may include links to third party sites which are not related to us and in relation to which we have no control or interest. The appearance of those links on the Network does not indicate any relationship between us and that third party.
- d. Links to a third party site is provided for your convenience only. We are not responsible for nor make any representations concerning the condition and/or content of, or products offered at the third party site. The link does not indicate, expressly or impliedly, that we endorse the site or the products or services offered there. You access and use any third party site at your own risk.
- e. Nothing displayed on the Network should be construed as granting any licence or right of use of any logo, trademark or masthead belonging to a third party and displayed on the Network without the express written permission of the relevant owner.

5. Without limiting the generality of any other clause, you warrant that nothing in the material lodged for publication on the Network breaches the Trade Practices Act 1974, Copyright Act 1968 or any law whatsoever relating to defamation, fair trading, consumer protection.
6. By lodging any material for publication on the Network you indemnify us and each of our directors, employees and agents against all liability, claims or proceedings whatsoever arising wholly or partially, directly or indirectly from the publication of the material. Without limiting the generality of the above, you indemnify us, our directors, employees and agents in relation to any claims arising from defamation, injurious falsehood, passing off, unfair competition, breach of contract, breach of copyright and other intellectual property rights, misrepresentation, breach of privacy rights or confidential information, breach of warranty or authority or any breach of any law giving rise to any civil or criminal liability whatsoever.
7. If there is an error in any information published by us on the Network, you agree to indemnify us and each of our directors, employees and agents against consequential loss.

Advertising

1. All references to Advertising in the Terms refers to paid advertising, free business listing, special offers, events, and classified items.
2. When you advertise you agree to all Terms.
3. We reserve the right to reject, cancel, amend, refuse, change position or postpone publication of an advertisement for any reason in its absolute discretion. If a change to the advertisement requires consent from you, then we will make every reasonable attempt to make contact with you. If contact cannot be established, the advertisement may be cancelled until contact can be made.
4. We are not liable for any content or misrepresentation of content provided in good faith by advertisers.
5. The advertising content will be reviewed and approved by us in our absolute discretion. The decision to approve and / or reject content is final.
6. You must be legally able to sell any item you list for sale on the Network. You must describe your item fully and accurately and include all terms of sale on the listing page of our site. Your listings may include text descriptions, graphics, pictures and other content relevant to the sale of that item, including any information that you are required to provide under any applicable law.
7. We do not make any warranties, representations or undertakings regarding the positioning of the advertisement.
8. We do not accept any responsibility for the content of the advertisements or classified listings nor for any errors or omissions, inaccuracies contained in them.
9. By lodging material for publication on the Network, you warrant that the material complies with all relevant laws, regulations and advertising codes of conduct and that its publication will not give rise to any claims against us, our directors, employees or agents.
10. You acknowledge that the items that are prohibited from being listed on the Online Auction are also prohibited from being advertised.
11. Paid advertising will run for either twelve, six or one month period subject to the selected advertising option. Paid advertising can be renewed by contacting us.
12. We accept no liability for any offers, promotions, promises or representations made by third party users of the advertisements.
13. We accept no liability for any transaction that takes place between advertisers, and third parties who access the Network.

14. You may remove your advertising at any time. However, paid advertisements once booked and confirmed, will not be entitled to a refund of any fees.
15. The Network will approve or reject advertising content. The decision is final.
16. The Advertiser can upgrade its advertisement during the term of the contract subject to additional charges and availability of the requested level of advertising. The advertiser will be required to provide the artwork and content of the advertisement.
17. An Advertiser cannot downgrade the level of paid advertisement.
18. The Home Page Advertising can be renewed, upgraded or downgraded either online or by contacting us with 10 working days of the end of the agreement. Home Page Advertisement is subject to availability.
19. Advertisers also agree to all Network Terms.
20. All other advertising can be booked and renewed online.
21. Advertising rates can be changed by us, but will not effect existing contracts until they come up for renewal.

22. Advertising Schedule:

Advertising Option	Annual Fee*	6 month Fee*	Monthly Fee*	Features
Home Page Platinum	\$4,999	\$2,999	NA	Market your business in the top banner on all pages. Incentives include bold listings, special offers and newsletter
Home Page Gold	\$2,500	\$1,999	NA	Market your business in the side banner on 50% of page visits. Incentives include bold listings and special offers
Home Page Silver	\$1,500	\$999	NA	Market your business in the base banner on 50% of page visits. Incentives include bold listings and special offers
Home Page Bronze	\$500	\$299	NA	Market your business in the base side banner on 50% of home page visits. Incentives include a bold listing and special offers
Premium Business Advertisement	\$600	\$320	\$60	Market your business with a feature advertisement on 100% of visits to your chosen business category
Business Banner	\$300	\$160	\$30	Market your business with a Banner in the side bar on 50% of visits to your chosen business category

Online Auction

1. You acknowledge and agree that we are not involved in the actual transaction between buyers and sellers and that we have no control over the quality, safety or legality of items or content posted by members on our site, the truth or accuracy of listings, the ability of sellers to sell items or the ability of buyers to buy items. We are unable to ensure and do not guarantee that a member or browser of the Network will actually complete a transaction or act lawfully using the Network.
2. When you enter into a transaction, you create a legally binding contract with another member unless that item is restricted from the site in accordance with clause 3. You are responsible for ensuring that you comply with your obligations to that other member. If you do not, you may become liable to them. You must ensure that you are aware of any laws relevant to you as a buyer or seller or in any other capacity in which you use the site.
3. The following items are prohibited from being listed on the site by advertisement, business listing, classified or auction item:
 - a. Adult or Pornographic Material
 - b. Alcohol including Beer and Wine
 - c. Contracts
 - d. Used cosmetics
 - e. Counterfeit items including "knock offs" and counterfeit currency and stamps
 - f. Credit cards
 - g. Digital downloads
 - h. Drugs and drug paraphernalia
 - i. Event Tickets (unless they are donated to the Network owner with the sole purpose to raise funds for the Network).
 - j. Firearms, Ammunition, Replicas and Militaria
 - k. Food
 - l. Government and Transit Documents
 - m. Government and Transit Uniforms
 - n. Government IDs and Licenses
 - o. Hazardous, Restricted, and Perishable Items
 - p. Human Parts and Remains
 - q. Items Encouraging Illegal Activity
 - r. Lockpicking Devices
 - s. Lottery Tickets
 - t. Mailing Lists and Personal Information

- u. Medical Devices - examples include contact lenses, pacemakers, and surgical instruments
 - v. Multi-level Marketing, Pyramid and Matrix Programs
 - w. Offensive Material - examples include ethnically or racially offensive material and Nazi memorabilia
 - x. Police-Related Items
 - y. Recalled Items
 - z. Stolen Property and Property with Removed Serial Numbers
 - aa. Transit and Postage Related Items - examples include blueprints of transit facilities, airplane operations manuals, and flight attendants' uniforms
 - bb. Weapons & Knives.
4. If you are a seller and receive at least one bid at or above your stated minimum price, you are obliged to complete the transaction with the highest bidder upon the item's completion, unless there is an exceptional circumstance such as the buyer failing to meet the terms of your listing.