

ADDITIONAL INFORMATION

Complete this section **ONLY** if you are applying for an Australian domain. You are required to provide the following information when applying for an Australian domain.

Eligibility Type *(please tick one)*

- | | | |
|---|--|--|
| <input type="checkbox"/> Company | <input type="checkbox"/> Registered Business | <input type="checkbox"/> Sole Trader |
| <input type="checkbox"/> Trademark Owner | <input type="checkbox"/> Pending TM Owner | <input type="checkbox"/> Incorporated Association |
| <input type="checkbox"/> Club | <input type="checkbox"/> Not for Profit Organisation | <input type="checkbox"/> Charity |
| <input type="checkbox"/> Trade Union | <input type="checkbox"/> Industry Body | <input type="checkbox"/> Commercial Statutory Body |
| <input type="checkbox"/> Religious/Church Group | <input type="checkbox"/> Political Party | <input type="checkbox"/> Other |

Business ID Type *(please tick one)*

- | | | |
|--|---|--|
| <input type="checkbox"/> Australian Company No (ACN) | <input type="checkbox"/> Australian Business No (ABN) | <input type="checkbox"/> VIC Business No |
| <input type="checkbox"/> NSW Business No | <input type="checkbox"/> SA Business No | <input type="checkbox"/> NT Business No |
| <input type="checkbox"/> WA Business No | <input type="checkbox"/> TAS Business No | <input type="checkbox"/> ACT Business No |
| <input type="checkbox"/> QLD Business No | <input type="checkbox"/> Other | |

Claim Type *(please tick one)*

- | | |
|--|--|
| <input type="checkbox"/> Exact name for business name or trademark | <input type="checkbox"/> Abbreviation of business or trademark |
| <input type="checkbox"/> Acronym of business name or trademark | <input type="checkbox"/> Name refers to product we build or manufacture |
| <input type="checkbox"/> Name refers to program we administer | <input type="checkbox"/> Name of a service we provide |
| <input type="checkbox"/> Name of event we sponsor | <input type="checkbox"/> Name of an activity we teach or train |
| <input type="checkbox"/> Name refers to a venue we operate | <input type="checkbox"/> Name of the profession practiced by us or our employees |

If the domain is based on a Trading Name, please provide:

BRN (Business No): _____ State: _____

If the domain is based on a Trademark, please provide:

Trademark No: _____

WEB HOSTING AGREEMENT – Terms and Conditions

1 This Agreement

1. Highway Internet Services Pty Ltd (referred to in this agreement as "Hwy", "Hwy Internet", "us", "we" or "our") is an Internet Service Provider providing access to the Internet. You wish us to provide computer space for the hosting of your web site (the "Web Site") described in the Hosting Plan.

1.2 This agreement commences upon the Commencement Date and continues for an initial term of one (1) year. After the initial term has expired, the agreement may be terminated by either party by giving the other party 30 days written notice. Charges can be subject to change, given 30 days notice, at any time during this term.

2 Web Hosting Services

2.1 In providing the Web Hosting Service, your website files will be stored on our domain server.

2.2 We do not warrant that you or other Users will have continuous access to the Web Site. We will not be liable in the event the Web Site is unavailable for any reason, including computer downtime attributable to malfunction, upgrades or preventative or remedial maintenance activities.

2.3 The Web Hosting Services do not include maintenance of the Web Site. We accept no responsibility for any deficiency or inaccuracy in the Web Site attributable to a lack of maintenance. Requests can be made to Hwy to update the Web Site and will be charged at the going rate.

2.4 We reserve the right to reassess the Web Hosting Service should the Web Site be generating excessive traffic which can overload our server. In such cases, you will be contacted so the Service can be amended to be agreeable to both parties.

3 Your Obligations

3.1 You represent and acknowledge to us that you are over the age of 18 years and that upon our request you will provide to us documentary evidence of your age. If you are not over the age of 18 years, you will provide to us documentary evidence that you have the consent of a parent, teacher or other responsible adult to apply for the provision of the Hosting Services.

3.2 You are responsible for the design, development, modification, Content and maintenance of the Web Site.

3.3 You warrant that the Content and the Web Site:

- will not infringe the Intellectual Property Rights of any third person or entity;
- is and will not, in our reasonable opinion, be or be likely to be, obscene, offensive, illegal or defamatory;
- does not breach any codes, standards or requirements of any relevant authority or body, including (but not limited) to the Internet Industry Association Code of Practice or any other relevant industry codes of practice; and
- does not comprise and cannot be used for any purpose or activity of an illegal, fraudulent or defamatory nature.

3.4 You will obtain advice as to whether the Content on the Web Site is in contravention of any State, Territory, Commonwealth or other laws including whether it breaches any codes, standards or requirements of any relevant authority or body, including to the Internet Industry Association Code of Practice or any other relevant industry codes of practice.

3.5 Should any complaints about Content on the Web Site arise, we will forward the complaints to you for resolution. You will not refer any enquiries or complaints about the Web Site's Content to us.

3.6 You will and do hereby indemnify us against any loss, costs, expenses, demands or liability, whether direct or indirect arising out of a claim by a third party in relation to the Web Site, its Content, this agreement or the Web Hosting Services.

3.7 You will use the Web Site only for your own purposes and will not sub-let space to or for any other individual or entity except as set out in the Schedule or with our prior written consent.

3.8 Under direction of a relevant authority, we may be required by law to remove Content from your Web Site. Where possible, we will inform you of such an event. Such content will be a breach by you of this agreement and, if applicable, an offence under law. A repeat occurrence will result in the immediate termination of this agreement.

3.9 You are strongly encouraged to use a relevant labelling system. If the Content is unsuitable for person under the age of 18, you are required to install an age verification process. Content classification information can be found at the Office of Film and Literature web site at <http://www.oflc.gov.au>. Guidelines on the new Content regulation legislation can be found at <http://www.aba.gov.au> or at <http://www.iaa.net.au>

4 Charges

4.1 You will pay all the Charges at the rate and in the manner specified by the Web Hosting Plan selected by you.

4.2 If you dispute the whole or any portion of the amount claimed in any invoice submitted by us, you will (within 7 days of receipt of invoice) pay the undisputed portion of such invoice and notify us in writing of the reason for disputing the remainder of the invoiced Charges so that this can be resolved.

4.3 We reserve the right to reassess the Web Hosting charge should the Web Site be generating excessive traffic which can overload our server and add to our data costs. In such cases, you will be contacted so the charge can be amended to be agreeable to both parties.

5 Our Liability

5.1 You warrant that you have not relied on any representation by us which is not expressly contained in this agreement and that you have had adequate opportunity to independently verify the accuracy of any such representation.

5.2 Despite any other term in this agreement and except as prevented by law, we will not be liable to you or any third party for any loss (including consequential loss) arising from any breach of our obligations, duties of care, statutory duties or implied warranties in connection with any services provided by us to you and to the extent any law implies any duties or warranties that may not be excluded our liability will be limited, at our option, to either supplying the services again or paying the cost of having the services supplied again.

5.3 You will at all times indemnify and hold harmless us, our officers, employees and agents from and against any loss (including reasonable legal costs and expenses) caused by:

- (a) a breach by you of your obligations under this agreement; or
- (b) any wilful, unlawful or negligent act or omission by you.

6 Circumstances Beyond Control

6.1 A party is excused from performing its obligations under this agreement, to the extent that it is prevented by circumstances beyond its reasonable control including but not limited to, such things as, acts of God, natural disasters, acts of war, riots, earthquakes, lightning strikes, floods, storms, explosions, fires, any natural disaster, act of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution, strikes and failure of equipment or systems.

6.2 If the non-performance or diminished performance by the affected party continues for a period which the other party regards as commercially unreasonable, the other party may terminate the agreement. If the agreement is terminated in these circumstances, each party will bear its own costs and neither party will incur further liability to the other.

7 Confidentiality

7.1 Neither you nor we, without prior written approval of the other, will disclose the other's Confidential Information.

7.2 Each of us will take all reasonable steps to ensure that our employees and agents, and any sub-contractors engaged for the purpose of this agreement, do not make public or disclose the other's Confidential Information.

8 Notice

8.1 Where this agreement refers to a party giving notice, that means written notice (including electronic communications) delivered by hand, facsimile or electronic mail.

8.2 Any notice sent by post is deemed to be received by the party to whom it is addressed on the day which it would have been delivered in the normal course of post.

8.3 Any notice sent by electronic communication is deemed to be received by the receiving party at the time the electronic communication enters the receiving party's information system.

9 General

9.1 This agreement constitutes the sole and entire agreement between the parties with regard to its subject matter and any warranty, representation, guarantee or other term or condition of any nature not expressly contained or recorded in this agreement is of no force or effect.

9.2 Any provision, or the application of any provision herein, which is void, illegal, prohibited or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

9.3 This agreement is governed by the Law of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.

Highway Internet Services © 2005

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