

The parties agree as follows:

SCOPE OF AGREEMENT

- 1.1 This schedule details the specific Terms and Conditions for the Supplier's 'Web Hosting' Service. This schedule is to be used in conjunction with the Master Terms to constitute the agreement ("the Agreement").

DEFINITIONS

- 2.1 "**The Supplier**" means Luna Internet Limited.
- 2.2 "**The Client**" means a company, organisation, individual or group of individuals requesting services or products from the Supplier.
- 2.3 "**The Fees**" means the charges for services as agreed between the Supplier and the Client.
- 2.4 "**The Contract**" means the contract formed by the Client requesting products or services from the Supplier.
- 2.5 "**Master Terms**" means these General Terms and Conditions for the provision of Internet related services.
- 2.6 "**The Client's Data**" means any and all information, data, computer files or other material supplied by the Client from time to time to the Supplier.
- 2.7 "**The Deliverables**" means any software, documentation or other materials provided to the Client by the Supplier.
- 2.8 "**Intellectual Property Rights**" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether or not presently existing or applied for.
- 2.9 "**Supplier Price List**" means the Price List published by the Supplier as may be amended by the Supplier from time to time.

- 3.8 In the case where an upgrade to services or space is applied for, The Supplier does not warrant that all customers will be able to be upgraded or that additional services are able to be added. The Supplier also reserve the right to deny upgrades and to remove services without notice.
- 3.9 In rare cases, The Supplier may find the Client to be using server resources to such an extent that jeopardizes server performance and resources for other clients. Resources are defined as bandwidth and/or processor utilization. In such instances, The Supplier reserves the right to suspend that site immediately. The Client may be offered an option to continue hosting the website for an additional fee.

THE SERVICE

- 3.0 Where web space is provided by The Supplier, the Client agrees that all content is the sole responsibility of the Client, The Supplier shall not be liable in the event of legal action brought by a 3rd party due to content of a Client site and that The Supplier is not responsible for the backing-up or archiving of a Client site.
- 3.1 The Client shall keep secure any identification, password and other confidential information relating to access to The Supplier's server and shall notify The Supplier immediately of any known or suspected unauthorised use of the account or breach of security, including loss, theft or unauthorised disclosure of the password or other security information.
- 3.2 The Client shall observe security or other procedures which we may from time to time prescribe.
- 3.3 The Client shall make no use of The Supplier servers which is detrimental to other clients of The Supplier
- 3.4 In the case of an individual Client, you warrant that you are at least 18 years of age and if the Client is a company or organisation, the Client warrant that the Services will not be used by anyone under the age of 18 years
- 3.5 Any access to other networks connected to The Supplier must comply with the rules appropriate for those other networks.
- 3.6 While The Supplier will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email
- 3.7 The maximum amount of data transfer allowed (without incurring an excess charge) will be 2,048 Mb (2 GB) per calendar month per web hosting account leased unless otherwise stated. The maximum bandwidth shall not exceed 64kbps at any time without prior written approval of The Supplier. Excess data transfer is payable at a standard monthly rate, which is subject to change.