



Yellow Pages® 

White Pages™

(sensis) WebWorks.

Product Contract Terms



1. About this Contract

- 1.1 Words that appear *like this* in this *Contract* have special meanings which are set out in clause 12.
- 1.2 These terms and conditions and the information on the *Contract Details* form set out the basis on which *you* acquire the *Product* from *us*. This Part A is relevant to all *Products*. Part B contains specific terms relevant to *Printed Products*. Part C contains specific terms relevant to *Voice Products* and *On-line Products*. Part D contains specific terms relevant to *Product Packages*. Part E contains specific terms relevant to *Web Products*. To the extent of any inconsistency, Parts B, C, D and E prevail over this Part A. No other terms, conditions, representations or warranties (except as required by law) are included.
- 1.3 The *Contract* between *you* and *us* consists of:
- these terms including any attachments;
 - the *Contract Details* form;
 - our* Advertising Rules or other rules and policies which apply to *your* Product (as amended from time to time); and
 - any copy sheet and the advertising proof.
- 1.4 We enter into this *Contract* as agent of *Telstra*, or where the *Directory* is the Yellow Pages® *Directory*, as independent contractor of *Telstra*.

2 Copyright and other uses

- 2.1 *You* agree that, except for any trade marks, designs, logos, graphics or illustrations that are *your* property or the property of the person who authorised *you* to use them, copyright in *our* *Products*, including the *Content*, belongs to *Telstra*. *You* may not reproduce or permit it to be reproduced without *our* prior consent.
- 2.2 *You* grant *us* a royalty free licence to use, reproduce, modify and adapt the *Content* (to the extent not owned by *Telstra* under clause 2.1) for the purposes of providing the *Product* and including the *Content* in any other directory, product, service or marketing material provided or used by *us* or by *Telstra*. *You* agree that the *Contract* applies to the inclusion of the *Content* in those other directories, products, services and marketing materials.

3. Privacy

- 3.1 *Our* commitment to privacy is set out in *our* "Collection Statement" (available at www.sensis.com.au or by calling 1800 810 211). *You* acknowledge that *you* have read and understood the Collection Statement and consent to the collection, use and disclosure of personal information on the terms and for the purposes set out in the Collection Statement.

4. Warranties and Content

- 4.1 *You* warrant to *us* and *Telstra* that:
- you* have the right to enter into this *Contract* and to use the *Content* and to advertise any business, product or service referred to in the *Content*;
 - nothing in the *Product*, *Content* or *Hyperlinked Site* contravenes any law or statute, infringes the rights of third parties or is obscene, indecent, defamatory, or misleading or deceptive;
 - the *Product* and *Content* complies with the requirements of this *Contract* and *our* advertising rules applicable to the *Product* from time to time; and
 - any *Hyperlinked Site* or URL displayed on an *On-line Product* does

not, expressly or impliedly, falsely represent that it, or the goods or services described in it, have the endorsement, sponsorship or approval of or association with *Telstra* or *us*.

- 4.2 *You* must keep the *Content* up to date.

5. Format and content of the Product

- 5.1 *We* may:
- place *your* *Product* in any position or under any classification that *we* consider appropriate unless otherwise agreed;
 - alter the format, content or nature of the *Product*, *Content* or a *Directory* (including changing or removing any classifications system); and
 - alter, delete or withdraw a *Product*, without compensation to *you*, in order to comply with *our* advertising rules or other rules and policies which apply to *your* *Product* and other requirements or standards which are imposed by *Telstra* or any third party.

6. Payment

- 6.1 *You* agree to pay *us* the *Price* by the due date specified on the invoice *you* receive from *us*. *We* will invoice *you* in the manner described in this *Contract* or as otherwise notified to *you*.
- 6.2 If *you* don't pay *us* the *Price* by the due date, *we* may charge *you* and *you* agree to pay, at *our* demand, interest on the unpaid amount of the *Price* at the *Applicable Rate* from the date the amount became due until it is paid in full.
- 6.3 If *you* have not paid *us* the *Price* by the due date, *we* may in *our* absolute discretion, cancel *your* *Product* and exercise *our* other rights.
- 6.4 Clause 6.2 survives termination of this *Contract* and cancellation of any *Product*.
- 6.5 *We* may change the *Price* at any time.
- 6.6 Without limiting clause 6.5, *You* agree that *we* may alter the *Price* to include production charges, such as artwork and bromides, stamp duty, fees, expenses and costs that *we* have to pay in relation to this *Contract* or the method of payment *you* use (for example bank fees or dishonour charges). If applicable, *you* consent to any such additional charges being included in any periodic direct debit authority granted to *us*.
- 6.7 Where *GST* is imposed on any supply made under this *Contract*, *you* must pay or provide the *GST Exclusive Consideration* for the supply and, in addition to the *GST Exclusive Consideration*, an additional amount calculated by multiplying the value of that *GST Exclusive Consideration* (without deduction or set-off) by the prevailing *GST* rate. This clause 6.7 does not apply to a supply for which a *GST* inclusive consideration has been agreed unless the supply is made after a change to the *GST* rate has been effected and the agreed *GST* inclusive consideration has not had the *GST* rate change taken into account, in which case the consideration payable for the supply will be calculated pursuant to this clause. Any amount payable by *you* on account of *GST* is payable by *you* upon demand by *us* whether such demand is by means of an invoice or otherwise.
- 6.8 *We* will provide *you* with a *Tax Invoice*.
- 6.9 If the amount of *GST* recovered by *us* from *you* differs from the amount of *GST* payable at law by *us* or *Telstra* (or an entity grouped with *us* or *Telstra* for *GST* purposes) in respect of the supply, the amount payable by *you* to *us* will be adjusted accordingly.
- 6.10 Where, under the terms of this *Contract* one party is required to indemnify another, the amount by which the indemnifying party indemnifies the other party does not include any amount for which the indemnified party (or an entity grouped with the indemnified party for *GST* purposes) has claimed, or is entitled to claim, an input tax credit under the *GST* Act.

7. Warranties and limitation of liability

- 7.1 Where the *Price* is \$40,000 or less, we warrant that we will use due care and skill in relation to the provision of the *Product*. However, neither we nor *Telstra* warrant that the *Product* will be free from errors or omissions.
- 7.2 If we breach the warranty set out in clause 7.1, or any other conditions or warranties in the *Contract* or implied by law which cannot be excluded but which can be limited, then we limit our liability (where it is fair and reasonable to do so) to either of the following (at our option):
- (a) supply of the *Product* again, free of charge to you; or
 - (b) paying you the cost of having the *Product* supplied again.
- 7.3 You agree that, apart from your rights under clauses 7.1 and 7.2 neither we nor *Telstra* nor either of our *Representatives*, will be liable for any loss, damage, claim or demand incurred or made by any person (whether based in tort, contract, statute or otherwise) arising under or in connection with this *Contract*, including from provision of the *Product*, or failure to provide the *Product*.

8. Your indemnity in favour of us

- 8.1 You agree to indemnify us and *Telstra* and both our *Representatives* against all claims, demands, damages, costs, penalties, suits and liabilities of any nature caused directly or indirectly by your act or omission or any breach by you of any provision of this *Contract* including the warranties given by you under clause 4.

9. Termination

- 9.1 Subject to the cancellation policy for each *Product*, you may terminate this *Contract* or cancel a *Product* at any time by 30 days' written notice to us.
- 9.2 We may terminate this *Contract* or suspend, alter or cancel your *Product* or your *Product Package* at any time:
- (a) by 30 days' written notice to you without cause (when we may, at our discretion, refund all or part of the *Price*); or
 - (b) immediately if you breach your obligations under this *Contract* and (if capable of remedy) fail to remedy the breach within 14 days after we notify you of such breach; or
 - (c) immediately if you become *Insolvent*.

10. General

- 10.1 We may assign or novate our rights and obligations under this *Contract* without your consent.
- 10.2 We may vary this *Contract* by written notice to you.
- 10.3 This *Contract* will be governed by the laws in force in the State in which it is entered into.
- 10.4 You acknowledge that where we act as independent contractor, *Telstra* is entitled to the benefit of the warranties, promises, releases, undertakings given by you and may enforce them directly against you. *Telstra* is not responsible for our obligations as an independent contractor.
- 10.5 We may use any third parties we consider fit to provide any part or all of a *Product*, without informing you or obtaining your consent.

11. Interpretation

Applicable Rate means the Reserve Bank's Official Cash Rate (as published in the Australian Financial Review at the time the price became due) plus 5%.

Content means any information (including personal information), material, name, trade mark, logo, artwork, graphic or other material provided by you to us for the purpose of providing the *Product*.

Contract means the terms on which you acquire the *Product* from us as explained in clause 1.

Contract Details form means the form setting out your order or the details of your *Product* or *Product Package*.

Directory means the directory indicated on the front of this form or included in the order placed by you in which your *Printed Product* appears.

GST means the tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 and related imposition Acts of the Commonwealth.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999.

GST Exclusive Consideration means any consideration payable under this *Contract* that either does not include an amount referable to *GST* or, if the consideration is inclusive of *GST*, is that consideration excluding the amount referable to *GST* using the rate of *GST* in force at the time the parties agreed on the consideration.

Hyperlinked Site means an internet site accessed by a hyperlink from your *On-line Product*.

Insolvent means:

- (a) you are unable to pay your debts as they fall due, you make or commence negotiations with a view to making a general rescheduling of your indebtedness, a general assignment, scheme of arrangement or composition with your creditors;
- (b) you take any corporate action, or any steps are taken or legal proceedings are started for:
 - (i) your winding up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent; or
 - (ii) the appointment of a controller, receiver, administrator, official manager, trustee, or other similar officer, of you or of any of your revenue or assets; or
- (c) you seek or are granted protection from your creditors under any applicable legislation.

Monthly Fee means a component of the *Price* for a *Product* payable on a monthly basis during the term of this *Contract*.

On-line Product means the paid advertisement or information you provide to us, or we develop on your behalf, for publication electronically or on the internet, including any *Hyperlinked Site*.

Price means the price payable by you for your *Product* or your *Sensis Product Package*, as notified to you by us from time to time.

Printed Product means the paid entry, advertisement or information to be published in the *Directory*, as set out in the *Contract Details form*.

Product means one or all of a *Printed Product*, *Voice Product*, *Web Product* or *On-line Product* (including *Content* in the *Product*).

Product Package means a package comprising two or more *Products*.

Product Package Rules means the rules which apply to *Product Packages* as separately notified by us from time to time.

Representative means officers, employees or agents.

Set Up Fee means a component of the *Price* which is a once-off non-refundable fee.

Tax Invoice has the same meaning as in the *GST Act*.

Telstra means Telstra Corporation Limited (ABN 33 051 775 556).

Voice Product means Yellow Pages® *Connect* or other paid product which is provided by means of a voice-based service as set out in the *Contract Details form*.

We, us, ours means Sensis Pty Ltd (ABN 30 007 423 912).

Web Product means our *Sensis WebWorks* product or other paid web development product as set out in the *Contract Details form*.

You, yours means the customer named on the front of the *Contract Details form*.

PART B: PRINTED PRODUCT SPECIFIC TERMS

12. About your Printed Product

12.1 We regret that we cannot rectify errors or omissions after close of advertising for the *Directory*. However, if you promptly notify us of an error or omission in your *Printed Product* caused by us, we may at our discretion refund all or part of the *Price*. We do not represent or warrant that the *Directory* will be published or distributed in particular quantities on or by a certain date, nor that it will be continuously available for any period.

13. Payment

13.1 Where the *Product* is a White Pages™ *Printed Product*, we may invoice you by instalments the *Price* on your *Telstra* account relevant to your *Printed Product* with the first instalment appearing on the account issued after the Public Close Date of the relevant directory. You must pay us each instalment by the due date specified on that account.

13.2 *Telstra* reserves the right to suspend or disconnect any of the telecommunications services on any of your *Telstra* accounts if you do not pay a bill in full by the due date for payment (including without limitation any bill on which charges for a White Pages *Printed Product* are listed).

14. Term

14.1 Except where we agree that this *Contract* governs the purchase of the *Printed Product* only in the particular edition of the relevant *Directory* indicated on the *Contract Details form*:

- (a) this *Contract* continues unless and until terminated in accordance with this *Contract*; and ;
- (b) your *Printed Product* (as modified by you from time to time) will continue to appear in all subsequent editions of the relevant *Directory* until this *Contract* is terminated (which you may do under clause 9) and you agree to pay us the *Price* that applies to that *Printed Product* at the relevant time.

15. Termination and cancellation policy

15.1 You may not terminate this *Contract* in relation to the publication of a *Printed Product* in a *Directory* after close of advertising for that *Directory*.

15.2 If you terminate this *Contract* (or we terminate this *Contract* under clause 9.2(b) or (c)) before close of advertising for the relevant *Directory*, we may require you to pay a cancellation fee of:

- (a) up to 7.5% of the *Price* (excluding *GST*) to cover our administration costs; and
- (b) any costs of production we incur (such as artwork and bromides) (excluding *GST*), together with any *GST* on this cancellation fee recoverable from you under clause 6.7.

PART C: ONLINE PRODUCTS & VOICE PRODUCT SPECIFIC TERMS

16. About your Voice Product and On-line Product

16.1 If we request, you must provide to us or our nominee, any *Content* by the date and in the manner we specify.

16.2 Where the *On-line Product* includes a *Hyperlinked Site*, you must provide us with any requested information about the *Hyperlinked Site* and we may insert a bridging page to the *Hyperlinked Site*.

16.3 We may at our discretion:

- (a) reject or remove in whole or part any *Content* that we consider unsuitable for use in the *Voice Product* or *On-line Product*;
- (b) where any of the *Content* is used in an audio recorded format, determine the format duration and presentation of that *Content*; and

(c) determine the appropriate placement, order and manner of presentation of any *Content* (or references to *Content*) and *On-line Product*.

17. Payment

17.1 Where the *Product* is a White Pages™ *On-line Product*, we may invoice you the *Price* on your *Telstra* account relevant to your *Printed Product*. You must pay us by the due date specified on that account.

17.2 The *Price* for some *Voice Products* and *On-line Products* may include a *Set Up Fee* and/or a *Monthly Fee*. If the *Price* for your *Product* includes:

- (a) a *Set Up Fee*, we will charge you for that fee as at the date on which we enter into this *Contract*; and
- (b) a *Monthly Fee*, we will charge you for that fee monthly as from the date which we notify you that we have commenced to supply your *Product*.

18. Term

18.1 Except as otherwise notified, if your *Product* is:

- (a) an *On-line Product* this *Contract* commences on the date indicated on the front of this form and continues in operation unless and until terminated in accordance with this *Contract*; or
- (b) a *Voice Product* this *Contract* commences on the date indicated on the front of this form and continues in operation for 12 months unless and until terminated in accordance with this *Contract*.

19. Termination and cancellation policy

19.1 We may charge you the cancellation fee if you terminate this *Contract* or cancel your *Product* or we terminate this *Contract* under clause 9.2(b) or (c).

19.2 If your *Product* is a Yellow Pages® *On-line Product* and this *Contract* is terminated within 6 months (or such other period as we may notify from time to time), the *GST*-inclusive cancellation fee will be the difference between the sum of the *Set Up Fee* and the *Monthly Fee* for 6 months and the total amount of the *Set Up Fee* and *Monthly Fee* actually paid by you before the date of cancellation.

19.3 If your *Product* is a White Pages™ *On-line Product*, and this *Contract* is terminated within 6 months (or such other period as we may notify from time to time) the *GST*-inclusive cancellation fee is \$300 (or such other amount as we may notify from time to time).

19.4 If your *Product* is a *Voice Product*, the *GST*-inclusive cancellation fee will be as follows:

- (a) for termination in a particular quarter of the 12 month term, the difference between the *Monthly Fees* payable for the *Product* until the end of the relevant quarter and the amount of fees actually paid by you before the time of cancellation; or
 - (b) \$200,
- whichever is the higher amount.

PART D: PRODUCT PACKAGES SPECIFIC TERMS

20. Term

20.1 Your *Product Package* and term of your *Product Package* is set out in the *Contract Details form* and *Product Package Rules*. The term of your *Product Package* will commence on the date indicated on the *Contract Details form* and continue for either:

- (a) 12 months unless and until terminated in accordance with this *Contract*. Upon expiration or termination, your *Product Package* and all components of your *Product Package* will no longer be provided by us unless you renew your *Contract*;
- (b) 12 months as a *Product Package*, unless and until terminated in accordance with this *Contract*, and thereafter as separate *Products* (excluding *Voice Products* and Yellow Pages® *Printed*

Products) unless and until terminated in accordance with this *Contract*. After the initial 12 month period, your *Product Package* order will be deemed to be an order for the separate *Products* (excluding *Voice Products* and *Yellow Pages® Printed Products*) unless and until terminated in accordance with this *Contract* and the specific terms (including pricing and cancellation policies) will apply to those separate *Products*.

After the initial 12 month period, any *Voice Product* and *Yellow Pages® Printed Product* component of your *Product Package* will not be provided by us unless you separately request the *Voice Product* and *Yellow Pages® Printed Product*; or

- (c) a term as otherwise agreed or notified to you by us from time to time.

21. Termination and cancellation policy

- 21.1 If, within the first 12 months of your purchase of a *Product Package*:
- (a) you change any *Product* component of your *Product Package* so

that it no longer conforms to our eligibility requirements for the *Product Package*; or

- (b) you change any *Product* component of your *Product Package* in conformance with our eligibility requirements but after one of the following events has taken place:
- (j) closing date for advertising in the print *Directory*;
 - (ii) your *Voice Product* component becomes available;
 - (iii) your *On-line Product* component or your *Web Product* component is published,

the *Product Package* will be deemed to have been cancelled by you.

- 21.2 We may charge you the cancellation fee if you terminate this *Contract* or cancel the *Product Package* or a component *Product* or if we terminate this *Contract* under clause 9.2(b) or (c) within the first 12 months of your purchase of a *Product Package*. If the term in clause 20.1(b) applies to your *Product Package*, the cancellation policies for each component of your *Product Package* will apply to cancellations or terminations after the first 12 months of your purchase of a *Product Package*.

- 21.3 The GST-inclusive cancellation fee payable for a *Product Package* with a *Printed Product* component within the first 12 months of your purchase of a *Product Package*, is:

- (a) prior to close of advertising for the *Printed Product* component, the total GST-inclusive charges for the *Voice Product*, *On-line Product* and *Web Product* components of the *Product Package* that would have been payable until the time of cancellation if the components were purchased separately **less** the amount paid by you for the components prior to the cancellation of the *Product Package* **plus** an amount up to 7.5% of the *Price* (excluding GST) to cover our administration costs (except where a change to the *Printed Product* component of the *Product Package* results in an increase in the value of the *Printed Product* component in which case we will waive this administration fee); or

- (b) after close of advertising for the *Printed Product* component, the total GST-inclusive charges for the *Printed Product* component that would have been payable if purchased separately plus the total GST-inclusive charges for the *Voice Product*, *On-line Product* and *Web Product* components of the *Product Package* that would have been payable until the time of cancellation if the components were purchased separately, **less** the amount paid by you for the components prior to the cancellation of the *Product Package* **plus** an amount of up to 7.5% of the *Price* (excluding GST) to cover our administration costs.

- 21.4 The GST-inclusive cancellation fee payable for a *Product Package* with no *Printed Product* component within the first 12 months of your purchase of a *Product Package* is the total GST-inclusive charges for the *Voice Product*, *On-line Product* and *Web Product* components of the *Product Package* that would have been payable until the time of cancellation if the components were purchased separately (including any applicable cancellation fee payable under clause 19) **less** the amount paid by you for the components prior to the cancellation of the *Product Package*.

PART E: ABOUT YOUR WEB PRODUCT

22. About your Web Product

- 22.1 You warrant that for the purpose of entering into this *Contract*, you are either ordinarily resident in Australia or carrying on a business in Australia.
- 22.2 We agree that we will build and host a website for you.
- 22.3 You must have an e-mail address where we can contact you during the set-up process.
- 22.4 You must provide to us the relevant user name and password details for login each time you request us to access *Your Website* on your behalf.
- 22.5 Your systems must meet at least the following requirements to enable you to make changes to *Your Website*:
- (a) Software: you must use one of the Windows 95, 98, 98SE, NT, or 2000; and Internet Explorer 4.1 or above or Netscape Navigator 4.06 or above;
 - (b) Hardware: IBM compatible; minimum Pentium 166 MHZ CPU; minimum 64MB RAM.
- 22.6 While we may make minor changes to your *Content* to correct spelling, grammatical errors and the like, you acknowledge that we will not maintain, edit, preview or update *Your Website* unless we are instructed to do so by you.
- 22.7 We reserve the right to suspend *Your Website* or refuse to use any of the *Content* on, or remove any *Content* from, *Your Website* if we believe that the *Content* or use of *Your Website*:
- (a) contravenes any law or statute, infringes the rights of third parties or is obscene, indecent, defamatory, or misleading or deceptive; or
 - (b) will otherwise affect us unfavourably.
- 22.8 We will not be liable to you for any damages arising from the exercise of our right under clause 22.7 of this *Contract*.

23. E-mail service

- 23.1 We will provide an e-mail service to you consisting of up to 5 e-mail accounts. You may purchase additional e-mail accounts at a cost which will be indicated in the payment plan on the front page of this *Contract*.
- 23.2 Your e-mail account names must consist of 3 to 9 characters and may contain letters, numbers or the underscore character, plus your registered *Domain Name*, in the following format: <3 to 9 characters>@<your domain name>

24. Domain Name Registration and Delegation

- 24.1 We may offer you a domain name registration and delegation service (as a reseller of Melbourne IT Ltd) or, if you already have a domain name, a re-delegation service as part of the *Web Product*.
- 24.2 We will only register, delegate or re-delegate one domain name for you under this *Contract*. Such registration, delegation or re-delegation will only be for an address within the domains available from Melbourne IT Ltd from time to time.

- 24.3 You acknowledge that, if you require us to register or re-delegate a domain name on your behalf, we will be entering into a contract with Melbourne IT Ltd (ABN 21 073 716 793) on your behalf which binds you to the *Melbourne IT Terms and Conditions*. You acknowledge that we have provided you with a copy of the *Melbourne IT Terms and Conditions* and you have read and understood them. Once we have registered and delegated, or re-delegated a domain name for you, it is your responsibility to liaise directly with Melbourne IT Ltd for renewals, cancellation and transfers of that domain name.
- 24.4 You acknowledge that pursuant to the *Melbourne IT Terms and Conditions*, the registration of your domain name is subject to certain terms and conditions being met and we do not guarantee that you will be successful. Please read the *Melbourne IT Terms and Conditions* in full and ensure you understand them.
- 24.5 You may request domain name preferences but we do not guarantee that your first or any preference will be registered.
- 24.6 You authorise us or our nominee to take all necessary action to implement *Domain Name* delegations or to re-delegate or amend delegations as we consider necessary from time to time and may authorise another party to do so on our behalf.
- 24.7 We do not guarantee that an application to Melbourne IT Ltd or to another registrar for redelegation will be accepted.
- 24.8 During redelegation there may be some disruption to your e-mail service.
- 24.9 For the purpose of this clause 24, you warrant that the *Contract* has been signed by the principal or an authorised employee of the organisation licensed to use the *Domain Name*.
- 24.10 If you do not pay us the *Set-Up Fee* or (if applicable) any of the *Set-Up Fee* instalments, within 30 days of the due date, we may cancel your domain name registration after notifying you in writing.

25. Whereis™ MapLink Terms & Conditions

- 25.1 If you use a *Whereis™ MapLink* on *Your Website*, you agree to comply with the *Whereis™ MapLink Terms & Conditions*. You acknowledge that we have provided you with a copy of the *Whereis™ MapLink Terms & Conditions* and you have read and understood them.

26. Payment

- 26.1 We will send you an email or other notification to notify you of completion of the building of *Your Website* in accordance with clause 22.3 of this *Contract* ("*Notification*").
- 26.2 Your monthly subscription to the *Web Product* will commence immediately after *Delivery* of the *Notification*.
- 26.3 Within 10 business days of *Delivery* of the *Notification*, you may notify us of any reasonable edits that you wish to be made to your *Content*. We will make those edits at no charge to you.
- 26.4 Except as provided in clause 22.6, we will make your requested changes to the *Content* for the applicable *Price*.
- 26.5 We will not charge you for the requested changes to *Your Website* in relation to:
- office address;
 - contact details;
 - the location for your *Whereis™ MapLink*; and
 - typographical or grammatical errors.

27. Copyright and other uses

- 27.1 The licence you grant to us under clause 2.2 of the *Contract* includes a licence to provide *Content* to any of our contractors where necessary in order for us to provide the *Web Product*.
- 27.2 You acknowledge that it is your responsibility, and not ours, to keep the *Content* up to date.

28. Service Levels

- 28.1 Because the provision of an internet service is dependent on third parties, we do not make any warranties as to the performance of *Your Website*, including its on-line availability and the availability of email transmission from and to *Your Website*.

29. Return of Content

- 29.1 We will, upon your request, return by mail any *Content* provided in hard copy form by you to us only if you have included a stamped self-addressed envelope with your provision of *Content*. We take no responsibility for damage to this material.
- 29.2 You acknowledge that we cannot provide you with electronic copies of your *Content*. However, upon cancellation of your subscription to the *Web Product* you may request us to take and we will provide screen dumps of your *Content* on your behalf.
- 29.3 Upon cancellation of your subscription to the *Web Product*, we may retain or delete any *Content* without any liability whatsoever.

30. Domain Names and E-mail Addresses

- 30.1 Upon expiry or termination of this *Contract*, you may retain your *Domain Name* and e-mail account names. However your e-mail service will be terminated.

31. Term

- 31.1 If your *Product* is a *Web Product*, this *Contract* commences on the date indicated on the front of the form and continues unless and until terminated in accordance with this *Contract*.

32. Termination and cancellation policy

- 32.1 We may charge you the cancellation fee if you terminate this *Contract* or cancel your *Web Product* or if we terminate this *Contract* under clause 9.2(b) or (c) within 6 months (or such other period as we may notify from time to time),
- 32.2 The GST-inclusive cancellation fee will be the difference between the sum of the *Set Up Fee* and the *Monthly Fee* for 6 months and the total amount of the *Set Up Fee* and *Monthly Fee* actually paid by you before the date of cancellation.
- 32.3 In addition to the Cancellation Fees set out in clause 32.2, you must pay to us any outstanding fees or charges properly incurred.

33. Additional Interpretation

Delivery means, in the case of a *Notification*, when the transmission enters the system of the receiving party.

Domain Name means the domain name registered and delegated or re-delegated for you by us

Whereis™ MapLink means a link to the *Whereis™ OnLine Site from Your Website* displaying a *Whereis™* map of your chosen location.

Melbourne IT Terms and Conditions are the terms and conditions under which a domain name licence is issued by Melbourne IT Ltd (ABN 21 073 716 793) from time to time, which may be viewed on the internet at www.melbourneIT.com.au.

Our Website means the website at www.sensis.com.au and any replacement of that site from time to time.

Set-Up Fee means in relation to *Web Products* the fee payable by you for the establishment of *Your Website* set out on the front page of this *Contract*.

WebWorks means the services described as such by us from time to time, including services for:

- the building and hosting of a website as described in clause 22.2 of this *Contract*;
- the registration and re-delegation of domain names; and
- an e-mail service.

Whereis™ MapLink Terms and Conditions are the terms and conditions under which we will provide you with a *Whereis MapLink™*, which may be viewed on the internet at www.whereis.com.au.

Your Website means the website we build for you as part of the *Web Product*.