

4 Web Marketing Email Marketing Advertising Terms & Conditions

1. These terms and condition (the 'Terms') are entered into by 4 Web Marketing ABN 70551347041 ('the Company') and the Advertiser referenced on the corresponding insertion order ('IO'); and apply to every advertisement, notice or material placed online as part of the campaign.
2. In these General Conditions GST means a tax, levy, duty or charge or deduction imposed by or under A New Tax System (Goods and services Tax) Act, 1999 ('GST law'). Tax Invoice means tax invoice as defined by GST law.
3. The Company must receive all advertising creative material at least 3 working days prior to the campaign start date.
4. The Company will issue the Advertiser with a GST compliant invoice and the Advertiser agrees to pay the Company the invoiced amount within 30 days of the date of the invoice. If the Advertiser does not have a commercial account established with the Company, full payment is required at least 3 business days before the campaign start date.
5. Cancellations must be made in writing at least fifteen days prior to the scheduled campaign start date. Cancellations may be accepted inside this period at the discretion of the Company. The Company reserves the right to charge the Advertiser for the advertising cancelled or postponed on less that fifteen days notice.
6. The Company reserves the right to reject, cancel, refuse or postpone any Advertising supplied by the Advertiser for any reason, including excessive file size, offensive content, or for any other reason at the Company's discretion.
7. The Company reserves the right to suspend or terminate any Campaign at its sole discretion.
8. The Company will measure Campaign delivery (including impressions delivered and clicks achieved) through its own aderving systems, and these results will be used as the basis for billing and determining whether Campaigns have been delivered as booked. Results from 3rd party adservers will not be used for determining campaign delivery.
9. The Advertiser agrees it is their responsibility to immediately notify the Company of any error in an advertisement which is published. The Company will not be liable to the Advertiser at all for any erroneous advertisement published.
10. The Company makes no warranty, express or implied, including without limitation with respect to advertising and other services, and expressly disclaims the warranties or conditions of noninfringement, merchantability and fitness for any particular purpose.
11. To the extent lawfully possible, the Company limits its liability under these General Terms & Conditions to resupplying, or paying for resupplying, the Advertising.
12. Advertisers upon and by lodging material with the Company for publication or authorising or approving of any material and in consideration of acceptance and publication of the same by the Company, jointly and severally INDEMNIFY the Company, its subsidiaries, directors, officers, employees, and agents against all liability, claims or proceedings whatsoever arising from the publication, and indemnify each of them in relation to defamation, injurious falsehood, passing off, unfair competition, breach of warranty of authority or any breach of any federal, state, territory or local statute , regulation or other law giving rise to any civil or criminal liability whatsoever and WARRANT that the material complies with all relevant federal, state, territory and local laws and regulations and that its publication will not give rise to any rights against or liabilities in INDEMNIFY the Company, its subsidiaries, directors, officers, employees, and agents and in particular that nothing therein is capable of being misleading or deceptive or otherwise in breach of the Trade Practices Act.
13. In the event of any inconsistency between the terms of this Agreement and the provisions of any purchase order, acknowledgement or other documentation of the Customer, the terms of this Agreement and the corresponding IO shall prevail.
14. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes and replaces all agreements, arrangements and understandings relating to the subject matter hereof whether reduced to writing or not, that may have preceded this Agreement. The Customer acknowledges that no warranties or representations have been given by the Company or any person on behalf of the Company, or relied upon by the Customer in entering into this Agreement, nor shall any be implied unless and except to the extent that they are expressly contained in this Agreement.
15. This Agreement shall be interpreted according to the laws of the State of Western Australia without regard to or application of choice-of-law rules or principles. The Parties hereby agree to the nonexclusive jurisdiction of the state and federal courts located in Western Australia.

Signed and acknowledged for and on behalf of the Advertiser:

_____	_____
(signed)	(title)
_____	_____
(print name)	(date)