



Please complete:

I/We accept the following offer(s), indicated by :

Advertisers

- AGM50P AGHA Rate \$330.00 inc GST
- AGM150P AGHA Rate \$660.00 inc GST
- AGM300P AGHA Rate \$990.00 inc GST
- AGM500P AGHA Rate \$1320.00 inc GST

Sellers

- AGW5GB AGHA Rate \$2200.00 inc GST setup fee + \$0.00 monthly license fee
- AGW10GB AGHA Rate \$2200.00 inc GST setup fee + \$0.00 monthly license fee

I/We have read the Terms of Use above, and agree that they are a part of this Contract, and will abide by them and any additional rules and regulations deemed necessary by The Intermedia Group Pty Ltd from time to time.

Date: _____

Authorised Signatory (Name): _____

Title: _____

Business Name: _____

Address: _____

ABN: _____

Phone: _____

Email: _____

Signature: _____

Note: This signed copy of this agreement must be returned within 7 days to:

*The Intermedia Group Pty Ltd
41 Bridge Road Glebe NSW 2037
ABN: 940 025 836 82*

Terms of Use

The Terms of Use for www.giftguideonline.com.au and its sub domains (marketplace) set out below govern your use of our website are located at <http://Giftguide Marketplace/terms-of-usage/> ("Site") and form a binding agreement between The Intermedia

Group PTY LTD ("T.I.G") and you, a user of the Site ("you" or "your") in relation to your use of the Site. For that reason please read all of these Terms of Use carefully before using the Site.

If you have any questions, please contact us at: support@giftguideonline.com.au before agreeing. By using the Site, You acknowledge and agree that you have had an opportunity to read and understand these Terms of Use and agree to be bound by them. If You do not agree, please do not use the Site.

The Site including all of its features and content is a service made available by T.I.G ("Services"). T.I.G may offer additional services or revise or cease any of the Services, in its sole discretion at any time with or without prior notice to You.

You should carefully read these Terms of Use each time You use the Site. You agree that the then current version of the Terms of Use will apply to that use.

1. Application & Subscription

1.1 Before You can use the Site, You will be required to apply and register Your profile on the Site and meet certain criteria which include without limitation the following ("Application"), You must be:

- (a) a trading Australian based business with a current ABN; and
- (b) Either a supplier or wholesaler of goods or services to the Gift industry, or a retailer of goods and services to consumers or end users of the Gift industry; and
- (c) Over the age of 18 years;

1.2 Your Application is subject to acceptance by T.I.G and is not required to give a reason if the Application is rejected.

1.3 Upon acceptance of Your Application, You will be required to pay a fee for access to and use of the Site and the Services ("Subscription"). You must pay the fee in accordance with our terms and T.I.G reserves the right to review and amend the fee at any time.

1.4 Your initial Subscription is for a period of 6 months. Upon expiry of this period, your Subscription will automatically renew on a monthly basis and will be charged at the then current monthly casual rate disclosed on the "Start Selling Now" page located on Gift guide Marketplace "Monthly Subscription". The location of this page may change. If so please contact support@giftguideonline.com.au for up to date pricing. You acknowledge and agree that Your Subscription is subject to the automatic renewal periods described in this clause.

2. Licence to use the Site and Services

2.1 Upon payment of Your Subscription, You are granted a non-exclusive, world-wide, non-transferable licence to access and use the Site and the Services in accordance with the terms and conditions set out in these Terms of Use.

2.2 T.I.G will issue You with an ID and password to enable You to access and use the Site.

You agree that the ID issued to You may only be used by You and not used or shared by any other person. You agree that You are responsible for all use of the Site accessed with Your ID and password and will promptly notify T.I.G if You suspect that Your ID is lost, stolen, compromised or misused.

2.3 You must not add any content to the Site:

- (a) unless You hold all necessary rights, licences and consents to do so;
- (b) that would violate (or cause T.I.G to violate) any applicable law, regulation, rule, standard or relevant industry code;

(c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;

(d) that would bring the Site or T.I.G into disrepute; or

(e) that infringes the intellectual property or other rights of any person.

2.4 The Site contains content added by third parties (i.e. not by T.I.G) as well as links to other websites ("Third Party Content"). T.I.G does not endorse, sponsor or approve any Third Party Content or the products or services offered by any business listed on the Site.

2.5 You acknowledge and agree that:

(a) T.I.G retains complete editorial control over the Site and may at any time in its sole discretion:

(i) alter, amend or cease the operation of the Site;

(ii) remove, reject, refuse, delete or amend the Services;

(b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

3. Intellectual Property Rights

3.1 The Site and the Services are owned, operated and provided by T.I.G. You acknowledge and agree that T.I.G or its licensors own all intellectual property rights in the Site and the Services and nothing in these Terms of Use constitutes a transfer of any intellectual property rights from T.I.G to You.

3.2 By posting or adding content onto the Site, You grant T.I.G a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and license to use that content for any purpose and in any way (including, without limitation, by reproducing, changing, and communicating the content to retailers or other companies organisations or individuals with whom T.I.G has a relationship for the provision of services and to use such content in the provision of those services). Content posted or added by You will not be modified by T.I.G other than to meet the Site operating procedures and guidelines.

3.3 You consent to any act or omission which would otherwise constitute an infringement of Your moral rights, and if You post or add any content in which any third party has moral rights, You must also ensure that the third party also consents in the same manner.

3.4 The licence in clause 3.2 will survive any termination of these Terms.

3.5 You represent and warrant to us that You have all necessary rights to grant the licences and consents set out in clauses 3.2 and 3.3.

4. Take Down Notices

4.1 If You believe that Your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on the Site, please notify support@giftguideonline.com.au and provide the following information in writing:

(a) an electronic or physical signature of a person authorised to act on behalf of the copyright owner;

(b) identification of the copyrighted work that You claim is being infringed;

(c) identification of the material that You claim to be infringing and where it is located on the Site;

(d) information reasonably sufficient to permit T.I.G to contact You, including your address, telephone number, and e-mail address;

(e) a signed statement that You are the copyright owner or if You are not the copyright owner, proof that You are authorised to act on behalf of the owner, You have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or law, and that the information provided and the content of the statement is complete and accurate.

5. Warranties

5.1 You represent and warrant to T.I.G that:

- (a) You have the legal capacity to enter these Terms of Use ; and
- (b) You have complied with clause 2 of these Terms of Use.

6. Liability

6.1 To the full extent permitted by law, and subject to clause 6.4 T.I.G excludes all representations, warranties, terms and conditions whether express or implied (and including without limitation those implied by statute, custom, law or otherwise) except as expressly set out in these Terms of Use.

6.2 The Site and the Services are provided 'as is' and You acknowledge and agree that T.I.G has no control over Third Party Content and that Your use of the Site and the Services (including without limitation all material obtained from or linked to the Site) is at Your sole risk.

Nothing on the Site constitutes the giving of financial or other advice and You should obtain qualified professional advice before acting on the basis of any information on the Site.

6.3 To the full extent permitted by law, T.I.G excludes all liability to You for all damage or loss of any kind or howsoever caused suffered by You in connection with:

- (a) Your use of or reliance on the Site or any information contained on or linked to the Site;
- (b) any dealing You have with any business displayed on the Site.

6.4 Certain legislation may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms of Use must be read subject to those statutory provisions. If such statutory provisions apply, notwithstanding any other provision of these Terms of Use to the extent to which T.I.G is entitled to do so, T.I.G limits its liability in respect of any claim under those provisions to:

- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
- (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

7. Indemnity

7.1 You agree to indemnify, defend and hold harmless T.I.G, its officers, directors, employees, agents and third parties, against any claims, causes of action, debts, losses, costs, liabilities and expenses (including reasonable legal expenses on a full indemnity basis) and penalties incurred or suffered by any of them relating to or arising out of:

- (a) Your use of or inability to use the Site or Services,
- (b) any content posted by You,
- (c) any dispute or difficulties that You have with a user of the Site or Services.
- (d) Your breach of any of the terms of these Terms of Use including any warranty;
- (e) any act of fraud or wilful misconduct by or on behalf of You;
- (f) the publication or use of or any act or omission in relation to the Site or the Services including without limitation, claims brought by any third party relating to defamation, negligent misstatement, injurious falsehood, contempt of court, rights of publicity and/or privacy, copyright infringement, trademark infringement, other intellectual property infringement, passing off, misleading or deceptive conduct and any failure to comply with or fulfil any representations warranties or agreements.

7.2 T.I.G reserves the right, at its own expense, to defend any claims, proceedings, suits or actions and otherwise take control of any matter subject to the indemnity in this clause, in which event You will give to T.I.G at Your expense, all assistance reasonably required by T.I.G.

8. Termination

8.1 Upon or after expiry of Your initial Subscription and at any time during Your Monthly Subscription, either You or T.I.G may terminate your Subscription without explanation or penalty, upon giving 30 days' prior written notice to the other. To avoid doubt, if You renew Your initial Subscription for a further period of 6 months, then You may only terminate that Subscription without explanation or penalty upon its expiry.

8.2 If You breach (determined by T.I.G in its sole discretion) any of the terms of these Terms of Use, T.I.G reserves the right to:

- (a) immediately suspend or terminate Your Subscription, Your access to the Site and any of the Services, without notice; and
- (b) remove Your account information or data from the Services and any other records at any time; and
- (c) retain all fees paid in advance to T.I.G by you and any Subscription then outstanding will immediately become due and payable.

8.3 This Agreement will terminate automatically and without penalty if, for any reason, T.I.G ceases to operate the Site or provide the Services.

9. General

9.1 You must not assign, sublicense or otherwise deal in any other way with any of Your rights under these Terms of Use.

9.2 If a provision of these Terms of Use is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

9.3 Each party must at its own expense do everything reasonably necessary to give full effect to these Terms of Use and the events contemplated by it.

9.4 This Agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.

Version August 2013

(Please note that this contract should be signed by a director if made by a Company, or by a Partner if made by a Partnership)