Sunburnt
INTERNET Business Platform

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Terms of service

These are the standard terms and conditions which apply to products and services provided by Ninth Aven Software Pty Ltd, trading as Sunburnt Internet Marketing.

1. **Post-Paid Billing.** All products and services are automatically billed on the first business day of each m according to the Client's usage for the previous month. Services are charged according to our price sch published at http://www.sunburnt.com.au/info/prices.

2. **Payment.** The Client's outstanding balance is charged to their credit card on the invoice due date. If pa cannot be processed an email is sent to the Client requesting they resolve the issue with their credit ca

3. **Payment failure.** If payment cannot be processed by the end of the month, the Client's account will be temporarily suspended until the issue is resolved. All data contained in a suspended account will remai the system, but the Client will not be able to access it. If the issue has not been resolved after 3 months account will be closed and any outstanding balance will be referred to a collection agency.

4. **Maintenance fees.** All maintenance and development is charged at an hourly rate according to our pri schedule and is billed inline with the monthly billing cycle. When maintenance fees have been charged, detailed time log is included with the invoice.

5. **Defects.** We take full responsibility for our software and systems and bear the cost of repairing any def that arise. However, if a problem does not originate from our systems, resolving it will incur a charge.

6. **Passwords.** The Client must ensure their password is only given to people whom they give authority to access their account. We take no responsibility to damage or loss resulting from un-authorized access t account where access is gained with a valid username and password. We will never request to be notifi the Clients password.

7. **Unsolicited Email.** The Client must not send unsolicited bulk email via our mail servers. The Clients sit not be referenced or linked to in unsolicited email.

8. **Domain Names.** All domain names registered by us on behalf of the Client belong to the Client and list as the registrant of the domain. Domain name resolution (DNS hosting) is provided free of charge for do which are registered with us. If the Client chooses to register their domain name with another provider, monthly fee will be charged for DNS hosting.

9. **Variation of Agreement.** We may from time to time vary the terms, charges and conditions outlined in agreement. The version of this agreement that is published at http://www.sunburnt.com.au/info/terms sl always be taken as the binding and most recent version of these terms and conditions.

10. **Term of Agreement.** This agreement will continue for a period of 12-months unless otherwise stated. T agreement will automatically be renewed at the end of each Term unless terminated in accordance with Agreement.

11. **Termination of agreement.** Unless otherwise stated this agreement may be terminated at any time by client on the giving of 30 days notice. Unless otherwise stated this agreement may be terminated by us giving of 60 days notice.

12. **Compliance with Law.** In using the services provided the client must abide by all applicable Local, Sta (Queensland), Federal and International laws, treaties and regulations and any violation of this provision result in termination immediately or with 30 days notice depending on the severity of the violation at our absolute discretion.

13. **Limitation of Liability.** We do not warrant to the client that the client will receive continual and uninterr services during the Term of this agreement. In no event shall we be liable to the Client for damages res from or in relation to any failure or delay to provide services under this Agreement if such delays or failu due to circumstances beyond our control. Such a failure or delay shall not constitute a default under this agreement. Ninth Avenue Software, its directors, agents or employees will be liable in any way for any f loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or person related to or dealing with the client out of, in connection with or reasonably incidental to the prov the services to the Client.

14. **Disclaimer of Warranties.** While we use all reasonable care in providing the Service, we shall not have liability whatsoever in respect of any loss or damage resulting from the provision of the Service, errors omission in information provided in relation to the service. Our liability in the event of failure to provide adequate service shall not extend beyond the cost of providing a comparable service.

15. **Indemnity.** Client agrees to defend, indemnify and hold us harmless from and against any and all claim losses, liabilities and expenses (including solicitors' fees) related to or arising out of the Services provid Client under this Agreement, including without limitation claims made by third parties (including custome Client) related to any false advertising claims, liability claims for products or services sold by Client, clai patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided under, or for any content published by Client using the Services, but excluding those directly caused by negligence.

16. **Refusal of Service.** We retain the right to refuse services to the Client. Refusal of service may result if:

    1. the client fails to pay accounts;

    2. if the agreement is terminated; or

    3. if the client misuses the services or fails to comply with the customers obligations under the agreen

17. **Severability.** Should any part of this Agreement be or become invalid, that part shall be severed from t Agreement and such invalidity shall not affect the validity of the remaining provisions of the Agreement.

18. **Entire Agreement.** The Client acknowledges and agrees that this Agreement is the entire Agreement between the parties and excludes all oral or implied representations and terms unless such terms are a between the parties in writing.