



Arvox
4 Endota Street
Slacks Creek QLD 4127

www.weareonline.com.au
powered by Arvox ABN 92 673 857 744

Phone 0488 710 641
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1 Arvox Product & Services Description

1.1 The *Product* contains:

1.1.1 Webgenerator

The *Webgenerator* is a software that allows you to create a website, to choose a layout as well as to add content to the website. Access to the software is provided by means of an online login.

1.1.2 Hosting

When choosing this *Product* the *Customer* agrees to the website being hosted on *Arvox's* server. The website produced with the *Webgenerator* cannot be used on a different server. *Arvox* allows a maximum of 20 megabytes data to be stored on the server and one gigabyte of data traffic (interaction between server and website visitors) each month. *Arvox* does not allow movies and executing files to be uploaded.

1.1.3 Costs

\$299 per year

**this part is not
applicable for trial users**

1.2 Additional Services:

Additional Services only apply if explicitly agreed. The Services are due to be performed by Arvox once payment for the *Product* and *Services* has been received.

1.2.1 All-Set-Up

Arvox publishes the initial content on behalf of the *Customer* and provides support until the *Service* is set up (maximum 30 days). It is the *Customers* responsibility to provide the content to be published within the 30 days service period. This *Service* includes a basic set-up as follows:

- Upload and publish the *Customers* company logo;
- Creation of a Products or Services page by adding your text and upload images (2);
- Enhance Introduction and/or About page with your text;
- Publish your predefined meta text and register search engines (3).

\$85 one-time fee

1.2.2 Domain Name Registration

Arvox checks your requested domain name/s for availability and registers it in your name. In case your domain name cannot be registered no charges will apply.
\$69 per domain name per year.



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2 Arvox Terms & Conditions

2.1 Acceptance

2.1.1 Customers

All *Customers* are bound to the following *Terms & Conditions* during their *Contract* period. Once your *Contract* has expired you are still bound to these *Terms & Conditions* in accordance with article 2.1.2 (Visitors / Trial Users).

2.1.2 Visitors / Trial Users

If you are a visitor using the *Product*, you will not be charged for the *Product* and *Services*. Articles 2.2 (Payment) and 2.4 (Authorisation) do not apply. By using the *Product* you accept agreement to the following *Terms & Conditions*. In such case the term

- *Contract* refers to this agreement;
- *Customer* refers to the visitor/trial user (you);
- *Arvox* refers to Arvox, ABN 92 673 857 744, 4 Endota Street, Slacks Creek QLD 4127
- *Product* refers to the software access provided.

2.2 Payment

Arvox accepts payments by cheque and direct bank deposit (internet banking or money order). All payments are non-refundable. The *Customer* may elect to receive either e-mail or hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid seven (7) days after the date of the invoice will incur a service charge in the amount of two percent (2%) per month of the total amount due. Accounts unpaid seven (7) days after the date of invoice will be considered in default. If the *Customer* in default maintains any information or files on *Arvox's server*, *Arvox* will, at its discretion, remove all such material from its server. Removal of such material does not relieve the *Customer* of the obligation to pay any outstanding charges. *Arvox* is entitled to invoice any dishonour charges occurring (e.g. bounced cheques) plus the referring administration costs.

2.3 Forbidden content and activities

The *Customer* is not allowed to publish content that is morally or ethnically questionable such as in example violence, pornographic material, propaganda. It would be regarded as an abuse of *Arvox's* service if the website is used for the purpose of file sharing, sending mass emails (spam), hacking and denial of service attempts, as well as any other illegal activities (Australian law applies). In case of misconduct / abuse *Arvox* retains the right to terminate this *Contract* without prior notice and without refund or justification. Furthermore, *Arvox* is entitled to block individual IP addresses.



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2.4 Authorisation

The *Customer* authorises *Arvox* to:

- Debit *Customers* account through direct debit (if selected as method of payment) for the product and services;
- Host the website;
- Perform services as specified.

2.5 Requirements

In order to use the *Product* the *Customer* is required to have access to a personal computer with connection to the Internet and Internet browser software installed. The browser settings need to allow for Java Scripts and Cookies (default setting). *Arvox* does not provide the *Customers* access to the Internet.

2.6 Support

Arvox provides support through an online forum. *Arvox* will make every effort to answer questions and solve problems relating to the *Product* but no guarantees regarding the successful resolution of questions/problems are given.

2.7 Ownership

The *Customer* is the exclusive owner of the website content and domain names registered as part of our additional *Service*. The program functionality inclusive provided layouts and sub domains remain in the ownership of *Arvox* at all times.

2.8 Responsibility

The *Product* is provided and designed on the basis that the *Customer* maintains the website without the help of an *Arvox* representative. *Arvox* is not responsible for creating or publishing content on behalf of the *Customer*. Furthermore, *Arvox* declines responsibility for any technical issues that may result from using the *Product*.

2.9 Copyrights and Trademarks

Arvox is not responsible for the images and content published on the website. It is the *Customers* responsibility to make sure that all images, fonts and content published on their website conform to the Copyright Act 1968. If any of the images and content are not lawfully owned or licensed by the *Customer*, explicit permission to use them must be obtained by the *Customer*. If the *Customer* breaches copyright laws *Arvox* retains the right to terminate the *Contract* without further notice or refund.



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2.10 Privacy of information

Arvox will keep the *Customers* banking and administrative details confidential. The *Customer* understands that the purpose of this *Product* is to make the *Customer* known and all data entered are public.

2.11 Service Guarantees

Arvox will make every effort to provide a continuous and error free *Product*. However, Arvox does not provide guarantees for an uninterrupted service.

2.12 Lost Data

While Arvox makes every effort to protect your data from loss and restore data in case of loss, no warranties are given. If data restoration is requested due to accidental deletion of content by the *Customer*, fees will apply subject to acceptance.

2.13 Legal Notice

Notwithstanding anything to the contrary contained in this *Contract*, neither Arvox nor any of its employee's warrant that the functions contained in the service will be error-free. While Arvox will strive to provide a high standard of service availability the entire risk as to the quality and performance of the service is with the *Customer*. The *Customer* agrees to defend, indemnify and hold Arvox harmless from any and all liability, proceedings, actions, loss, damages or claims or other events, which may arise from the service and that such indemnity survives termination of this *Contract*. In the event of an act of major catastrophe such as terrorism, earthquake, riot, civil disorder, flood, fire, storm or other major disaster Arvox reserves the right to suspend all its obligations under this *Contract* or void the *Contract* at its option. In any event the *Customer* fully agrees that Arvox's maximum liability will be limited to the fees actually paid by the *Customer* to Arvox less any reasonable costs incurred to date.

This *Contract* is governed by the laws in force in the state of Queensland in the Commonwealth of Australia.