

The use of services from Netwizard Web Design and Hosting P/L [hereafter referred to as "Netwizard"] constitutes agreement to these terms.

1.) Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. If you ask us to register a domain over the phone or in person we may register your domain in a Netwizard holding account, this does not mean we own the domain, it simply saves time. If you need the domain registrant changed at any time there will be a charge imposed. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with Netwizard, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. Netwizard is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account.

2.) Ownership

The credit card holder or owner of the PayPal e-mail address which is utilized for payment on the account is designated as the authorized owner of the account.

Third Party Providers

All transactions with third party providers are solely between the visitor and the individual provider. Netwizard is not the agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

All discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. All transactions with third party providers are subject to the terms and conditions under which the provider agrees with you to provide the goods or services. You should confirm the terms of any purchase and/or use of goods or services with the specific provider with whom you are dealing.

We do not make any representations or warranties regarding, and are not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers.

3.) Payment Information

You agree to supply appropriate payment for the services received from Netwizard, in advance of the time period during which such services are provided. You agree that until and unless you notify Netwizard of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing via cancellations@netwizardseo.com.au. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject for your reference, and for verification purposes. You should immediately receive an automatic "Your request has been received..." email with a tracking number. An employee will confirm your request (and process your cancellation) shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation, please contact us immediately via phone. We require that cancellations of service are done through the online form to (a) confirm your identity, (b) confirm in writing you are prepared for all

files/emails to be removed, and (c) document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed.

As a client of Netwizard, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify Netwizard of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by Netwizard. Netwizard reserves the right to bill your credit card or billing information on file with us. Netwizard provides a 10 day grace period from the time the invoice is generated and when it must be paid. Any invoice that is outstanding for 10 days and not paid will result in a \$10 late fee and/or an account suspension until account balance has been paid in full. The \$10 late fee is applied in addition to whatever else is owed to Netwizard for services rendered. Access to the account will not be restored until payment has been received.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact accounts@netwizardseo.com.au

Netwizard reserves the right to change the monthly payment amount and any other charges at anytime.

4.) Cancellations and Refunds

Netwizard reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in Australian dollars, and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and Netwizard is not responsible for any change in exchange rates between time of payment and time of refund.

Customers may cancel at any time via cancellations@netwizardseo.com.au. Netwizard gives you an unconditional 45 day money back guarantee on SEO solutions for any customer who paid the first invoice with a credit card or with Paypal.

Cancellations requested after the initial 45 days for SEO account will go into effect on the renewal date for that particular package. Unless specifically requested, the account will remain active until the period expires. If the account is eligible, any request for a refund outside of the initial 45 day period will be given on a prorated basis with any previous extended term discount withheld. Refunds are to be determined once the account has been canceled. Payments older than 60 days may require a refund via PayPal or mailed check due to our merchant account policies and procedures.

The following methods of payments are non-refundable, and refunds will be posted as credit to the hosting account:

- Bank Wire Transfers
- Western Union Payments
- Checks
- Money orders

Violations of the Terms of Service will waive the refund policy.

5.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold Netwizard harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Netwizard, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Netwizard against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Netwizard; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Netwizard server.

6.) Disclaimer

Netwizard shall not be responsible for any damages your business may suffer. Netwizard makes no warranties of any kind, expressed or implied for services we provide. Netwizard disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Netwizard and its employees.

7.) Disclosure to law enforcement

Netwizard may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

8.) Changes to the TOS

Netwizard reserves the right to revise its policies at any time without notice