

TENNIS NETWORK PTY LTD ACN 123 407 518

TERMS AND CONDITIONS

Background

The following terms and conditions outline the relationship between Tennis Network Pty Ltd (**Tennis Network**) and you, and the basis on which you engage Tennis Network's services.

Supply of information

You must provide Tennis Network with all your site information in digital format.

Digital document files must be in Microsoft Word.

Photos must be in JPEG file format.

Other formats, please inquire.

Web site content

You are required to ensure that the information that you provide to Tennis Network for your web site meets all the current Australian legislation regarding publications.

You shall further indemnify Tennis Network in respect of any claims, costs and expenses that may arise from any material included in your site by Tennis Network at the client's request.

Tennis Network reserves the right not to include any material supplied by you if Tennis Network deems the material to be inappropriate, offensive or likely to infringe upon the rights of a third party.

Permissions & Copyrights

You will obtain all the necessary permissions and authorities in respect of the use of all copy, graphics, logos, names and trade marks or any other material supplied by you.

The supply of the abovementioned material by you shall be regarded as a guarantee by you to Tennis Network that all such permissions and authorities have been obtained.

No responsibility will be accepted by Tennis Network for damages to or losses incurred by you from the use of material for which the required permission or authority has not been obtained.

All original graphics designed or supplied by Tennis Network, remain the property of Tennis Network.

Web site inclusions

In return for your Monthly Payment, Tennis Network will provide you with:

- your domain name;
- web site hosting;
- general writing services;
- a web site, which comprises:
 - eight (8) web pages, titled in accordance with the example web site at www.tennistrainer.com.au;
 - up to 8 images;
 - unlimited text; and
 - banner image across the top of the home page.

Your obligations

Prior to Tennis Network commencing your web site, you are required to provide Tennis Network with:

- the completed Questionnaire;
- an executed copy of these Terms and Conditions;
- an executed copy of the Direct Debit Authority;
- the content information for your web site; and
- the images for your web site.

Your ongoing obligations are:

- to comply with the Terms and Conditions and Direct Debit Authority between you and Tennis Network;

Modifications

You may request amendments to the content of your web site at any stage.

Tennis Network will make amendments to your web site two times per month, if requested by you.

If you require amendments to the content of your web site more frequently than two times per month, a nominal fee agreed between Tennis Network and you will be incurred.

If you request amendments to your web site, you will be required to provide the information in accordance with the Supply of Information provision above.

Promotion of your web site

Tennis Network will be using your business name as a key word search term in Google. However, further promotion of your web site is recommended and to be carried out by you. We can assist in this regard for a nominal fee agreed between Tennis Network and you.

Domain name registration

Tennis Network will register your requested domain name on your behalf, subject to availability.

Ownership of the domain name resides in Tennis Network until such a time that you may terminate your web site.

You may provide Tennis Network with your existing domain name for use with your web site.

Web site hosting

Tennis Network is responsible for the hosting charges in relation to your domain name.

Hosting must be facilitated by Tennis Network.

Termination

After three (3) Monthly Payments to Tennis Network, you may terminate your web site without financial penalty and for any reason whatsoever. After termination, you can not transfer your web site to be hosted by a third party.

Tennis Network may terminate your web site if you breach any terms and conditions of any agreement between Tennis Network and you and you fail to rectify that breach within 14 days.