

## Terms & Conditions

Gogas Pty Ltd (ABN 64 327 524 525) trading as Suburban Domains® hereby notifies the reader of the Terms and Conditions of subscribing to a domain name listed on this website and acknowledges that Suburban Domains® will abide by and uphold the Terms and Conditions of this Agreement.

The Terms and Conditions form the basis of the Agreement between the Subscriber and Suburban Domains®. Accessing this website and ordering a domain name subscription indicates your understanding, agreement, and acceptance of, the full Terms and Conditions of this Agreement and the Disclaimer Notice contained herein.

### 1. Introduction

Welcome to Suburban Domains®. We start every new subscriber relationship with an Agreement. The following Terms and Conditions detail what the Subscriber can expect from us, and what we expect from the Subscriber. If you agree to the contents of this document, you should select the check box on the Checkout page of this website where it states "I/we agree to the Terms and Conditions of this website". We intend this to be the legal equivalent of your signature on a written agreement, and equally binding. Only by selecting this check box will you be able to access and use the services provided on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au). The Agreement begins henceforth and will be applicable to the domain names listed in the Subscriber's account.

### 2. Definitions

Account	is a register of personal and business information set up by a Primary User for the purpose of using our website, including login and password details.
Design fee	is the hourly rate chargeable for any uploading, editing or modifying work a Subscriber has instructed Suburban Domains® to perform, on their behalf.
Domain name	is the website address displaying the "Enter Site" banner(s) that the customer has subscribed to and hereafter also referred to as 'landing page(s)' or 'subscription'.
Easy Payment Plan	is a payment schedule over 5 months starting from the date that the order is placed. The Easy Payment Plan consists of an initial upfront payment followed by 5 monthly instalments.
Enter Site banner(s)	is the advertising medium linked to the domain name and hereafter also referred to as 'domain name' or 'subscription'.
Failed payment fee	is a fee charged for a failed payment.
Free website	is the free website linked to the "Enter Site" banner(s) displayed on the landing page(s) and is to be referred to as 'free website(s)'. Subscribers may choose to use the free website offered by Suburban Domains® via their account, or redirect traffic to another URL address of their choice in accordance with the Terms and Conditions of this Agreement.
Minimum Subscription term	is a period of 6 months starting from the date that the order is placed.
Primary User	is a director, proprietor or owner of the business nominated in the account.
Secondary User	is the person nominated by the Primary User who has authority to edit the website(s) listed in the Subscriber's account, and is also bound by the Terms and Conditions.
Subscriber	is the person identified as the Primary User in the account. Also hereafter referred to as the 'customer', 'reader', 'applicant', 'their', 'his', 'your' or 'you'.
Subscription fee(s)	is the annual fee payable by the subscriber for the right to advertise their business via a Suburban Domains® domain name for the term of the subscription. Also hereafter referred to as 'subscription rate'. Subscription fees are indicated on <a href="http://www.SuburbanDomains.com.au">www.SuburbanDomains.com.au</a> .
Subscription term	is the 12 month period starting from the date that the order is placed.
Suburban Domains®	the trade mark, trading name and registered business of Gogas Pty Ltd (ABN 64 327 524 525) and hereafter also referred to as 'we', 'our', 'us' and 'website'. The use of the name includes proprietor, owner, agent, and employee of Suburban Domains®

### **3. Suburban Domains® rights and responsibilities**

- 3.1 Gogas Pty Ltd, trading as Suburban Domains® retains license and administrative control over the domain name at all times during the Subscription term. We reserve the right to modify, suspend or terminate access to the service on our system at any time in accordance with the Terms and Conditions, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system, if you are in breach of the Terms and Conditions of this Agreement.
- 3.2 The use of our websites affords you access to many features in our system, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you may not copy, modify, adapt, reproduce, translate, distribute or reverse engineer any aspect of the system which we or our suppliers own.
- 3.3 Domain name registration(s) and renewal(s) shall be managed by Suburban Domains® for the duration of the Agreement. Gogas Pty Ltd, trading as Suburban Domains®, its directors, officers, employees or agents shall not be held liable for any losses the Subscriber may incur in connection with the removal of any domain name from their account in accordance with the Terms and Conditions of this Agreement.
- 3.4 The domain name will not be made available to the Subscriber until such time as the annual or first instalment payment has been received in full in cleared funds AND Suburban Domains® has activated the Subscriber's account.
- 3.5 Suburban Domains® reserves the right to decline a Subscription or Subscription Renewal without explanation, within seven days from the time that the annual or first instalment payment has been received in full in cleared funds. On such occurrence, the applicant will be notified by email and forwarded a full refund in the form of a company cheque within seven days of notification.
- 3.6 Suburban Domains® reserves the right to charge a Design fee, Setup fee, Failed Payment fee and Cancellation fee. These fees are indicated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au) and/or in the Terms and Conditions. Subscription rates will be reviewed annually.
- 3.7 Unless otherwise stated, all prices, costs and fees illustrated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au) and herein are in Australian dollars and exclude GST.
- 3.8 Suburban Domains® may sell a domain name if the domain name is NOT under a subscription Agreement.
- 3.9 Suburban Domains® reserves the right to enter into exclusive sale negotiations with Subscribers regarding any domain name(s) in their account.
- 3.10 Suburban Domains® reserves the right to determine the method of sale of all domain names.
- 3.11 Suburban Domains® reserves the right to reject any purchase request or offer of any kind, in relation to domain names.
- 3.12 Suburban Domains® will not force a Subscriber to purchase a domain name in their account. The Subscriber will have option to renew or purchase a domain name, within the terms of this Agreement.
- 3.13 Suburban Domains® will send the Subscriber a renewal reminder notice by email as early as 60 days prior to the domain name subscription expiry date. In any event, it is the sole responsibility of the Subscriber to ensure that their domain name subscription is renewed in a timely manner.
- 3.14 The customer agrees that registration and renewal of a domain name shall be subject to suspension, cancellation, or transfer pursuant to any AuDA-adopted policy, or pursuant to any Registrar or Registry procedure not inconsistent with an AuDA-adopted policy, (1) to correct mistakes by any Registrar, the Registry, or the Registry administrator in registering the domain name, or (2) for the resolution of disputes concerning the domain name.
- 3.15 In the event that a domain name is not registered or renewed by Suburban Domains® for reasons mentioned in Clause 3.14, or for the failure to renew a domain name in the usual course of events, the customer agrees that Suburban Domains® or Suburban Domains® affiliates or agents shall not be liable for any indirect, incidental, or consequential damages including lost sales or profit, lost data, business interruption or any other costs.
- 3.16 In the event that a domain name registration is suspended, cancelled, non-renewed or transferred under Clause 3.14, Suburban Domains® will inform the Subscriber in writing and will refund the Subscriber, the balance of the subscription cost on a pro-rata basis, within seven days of notification, by company cheque.
- 3.17 The Subscriber understands that Suburban Domains® will abide by any competent court order regarding the posting or listing of any disputed domain, and agrees that Suburban Domains®, its affiliates, directors, officers, employees and agents shall not be held liable in any way for the actions ordered by a court of competent jurisdiction or other relevant authority.
- 3.18 Suburban Domains® is responsible for hosting the domain names on the Internet, and reserves the right to choose the hosting agent.
- 3.19 Suburban Domains® will use reasonable efforts to make our domain names available for display on the Internet, twenty four hours a day, seven days a week.

- 3.20 Suburban Domains®, its affiliates, directors, officers, employees and agents will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, utility outages or interruptions, system maintenance, system backups, system transmission failure, server failure, power outages, strike, lockout, or any other situation which is beyond our control or which are a normal part of Internet business.
- 3.21 Suburban Domains® has the exclusive right to include a 'Tips and Links' page on the 'free website'. The content of this page is predominantly for information purposes and is made available to enrich the experience of the Internet visitor. Opinions expressed or material appearing on this page is not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. The Subscriber cannot edit the contents of this page.
- 3.22 Suburban Domains® reserves the right to run low profile 'dynamic' third party paid advertising on domain name landing pages for the purpose of improving internet presence.
- 3.23 We do not monitor or review the content of other party's websites which are linked to our landing pages and free websites. Opinions expressed or material appearing on such linked websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. In any event, we will not be held responsible for the privacy practices or content of these sites.
- 3.24 Suburban Domains® has the right and option to approve or remove, at our discretion, the content or any advertising material that the Subscriber uses on the free website. If it is objectionable to us in any way, if it contains false or misleading information, if it contains any illegal information, if it contains vulgarity or pornography, or for any other reason, if we reject any advertising material, we will notify you in writing. We have the right to remove it if it does not function correctly or for any of the reasons described above. Placing advertising on the free website does not signify our approval or waiver our right to object to it in the future.
- 3.25 Furthermore, where Suburban Domains® deems that the Subscriber is using a free website inappropriately, it reserves the right to disallow the Subscriber from uploading any content onto the free website until such time as we see fit. In the case where Suburban Domains® is asked to evaluate and edit content before uploading we reserve the right to charge a Design fee.
- 3.26 Suburban Domains® reserves the right to remove, at our discretion, the URL address allotted by the Subscriber to the forwarding link associated with the Enter Site banner or 'Contact Us' page within the free website (whichever is applicable). If Suburban Domains® deems that the content of the linked website is inappropriate, is objectionable to us in any way, if it contains false or misleading information, if it contains any illegal information, if it contains vulgarity or pornography, we reserve the right to remove this website address from the Subscriber's forwarding link. Suburban Domains® will notify the Subscriber in writing on such an occasion.
- 3.27 Suburban Domains® reserves the right to make improvements and changes to landing pages and free websites, without notification.
- 3.28 Suburban Domains® has the right to make use of domain names in its promotional and advertising activities; this includes and is not limited to all forms of print and electronic media.
- 3.29 Upon termination of a Subscription or Agreement, Suburban Domains® agrees to remove any URL redirection or forwarding link and/or advertising materials that you have provided on a free website within a reasonable time.

#### **4. Subscriber's rights and responsibilities**

- 4.1 The Subscriber acknowledges and understands that:
  - 4.1.1 the Subscriber is not buying any form of ownership or legal rights to a domain name,
  - 4.1.2 the Subscriber is buying the right to advertise their business via an 'Enter Site' banner linked to a domain name in their account, in accordance with the Terms and Conditions,
  - 4.1.3 the subscription term is for 12 months,
  - 4.1.4 the Subscriber cannot cancel the subscription during the minimum subscription term of 6 months,
  - 4.1.5 the Subscriber has first option to RENEW the subscription of a domain name in their account,
  - 4.1.6 the free website may be customised by the Subscriber, in accordance with the Terms and Conditions,
  - 4.1.7 the Subscriber may promote a domain name in their account via other forms of advertising, within the limitations of this Agreement,
  - 4.1.8 the Subscriber cannot sell, transfer, sub-lease, assign or pledge any part of his interest in a domain name or in this Agreement to any third party,
  - 4.1.9 the Subscriber will not, during the term of the subscription or thereafter, challenge Suburban Domains'® title or rights to a domain name or the validity of this Agreement,
- 4.2 The Subscriber is responsible for providing Suburban Domains® with full business and contact information on the customer account and for updating this information to facilitate communication and timely resolution of any issues that arise in connection with any Subscription(s).

- 4.3 The Subscriber is responsible for informing the Secondary user (if applicable) that they have been nominated as such and that they are to read and abide by this Agreement.
- 4.4 The Subscriber agrees to offer services within the geographic location expressly described within the domain name in their account. E.g. a Subscriber would be required to offer plumbing services within the suburb of Hawthorn if they subscribed to HawthornPlumbing.com.au. It is understood that the Subscriber may also offer plumbing services elsewhere.
- 4.5 The Subscriber agrees to pay Suburban Domains® Subscription costs, as stated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au).
- 4.6 The Subscriber agrees to pay a Failed Payment fee of \$30 Ex GST for each and every failed payment and/or failed instalment.
- 4.7 The Subscriber agrees to pay a Design fee for any uploading or editing the Subscriber has requested of Suburban Domains® to carry out on their free website. A minimum 1 hour charge will apply, as indicated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au).
- 4.8 The Subscriber shall have the exclusive right to renew the domain name subscription in his account, under the terms of this Agreement. It is the Subscriber's sole responsibility to ensure that his domain name subscription is renewed on time, regardless of email notification from Suburban Domains®.
- 4.9 In the event that a Subscriber is selling his business, he may request that we secure his domain name subscription for the incoming owner. This request must be made in writing and signed by all parties concerned. Suburban Domains® will at their discretion advise both parties on proceedings.
- 4.10 The Subscriber understands that they may customise the contents of the free website and/or use the default settings in accordance with the Terms and Conditions. It is the responsibility of the Subscriber to ensure that any defaults used, correctly represent the Subscriber's business. Furthermore, the Subscriber must clearly display their business and/or trading name (as recorded in their Suburban Domains® account) on both 'Home' and 'Contact Us' pages.
- 4.11 The Subscriber shall assume all responsibilities and liabilities arising from their use of the free website. THE USE OF DOMAIN NAMES MUST BE FOR LEGAL USE ONLY.
- 4.12 The Subscriber represents and warrants that their use of the domain name will not interfere with the legal rights of any third party, and that the domain name will not be used for any unlawful purpose.
- 4.13 At no time may the Subscriber use the domain name in their account for "SPAM" activities, in any form.
- 4.14 The Subscriber agrees NOT to post profanity, vulgarity or pornography, illicit images, slanderous or illegal language, false or misleading information, or any illegal information on the free website.
- 4.15 By using the forwarding link on the free website "Contact Us" page, the Subscriber agrees to forward traffic to a website either owned or managed by the Subscriber AND the website must promote the same services within the geographic location expressly described within the domain name from where the traffic is forwarded. Furthermore, the Subscriber agrees that the forwarding link will never direct traffic to a website that conducts or promotes illegal activities.
- 4.16 The Subscriber understands and agrees that they will not create or insert a forwarding link, or refer to another third party website on any page of the free website other than the forwarding link located on the Contact Us page, in accordance with the Terms and Conditions.
- 4.17 The Subscriber understands and agrees that they will not redirect or forward traffic to any domain name or free website in this Agreement without our prior written consent.
- 4.18 The Subscriber is given the option to setup a free email account for each domain name in their Suburban Domains® account via a desktop email application such as Outlook® Express®. Upon the subscriber's request, Suburban Domains® will provide the subscriber with a password and the mail client configuration settings necessary to setup each email account. The subscriber will be required to configure their internet email settings so as to NOT leave a copy of incoming / outgoing messages on the server. Failure to apply this setting in the subscriber's desktop email application may result in the termination of the free email account. Upon request, we will assist the Subscriber to set up the free email account at no charge.
- 4.19 The Subscriber shall make his best effort to protect the reputation of Suburban Domains® when advertising, promoting or using a domain name in their account.
- 4.20 The Subscriber shall immediately notify Suburban Domains® in writing of any infringement against our rights and assist Suburban Domains® to take all appropriate actions.

## **6 Renewal of Subscription(s)**

- 6.1 A Subscriber will be notified by email as early as 60 days prior to the expiry date of a domain name subscription in their account, that it is due for renewal. In any event, it is the sole responsibility of the Subscriber to ensure that their domain name subscription is renewed.
- 6.2 Upon receipt of a renewal email, a subscriber may secure their domain name(s) for the next subscription term by providing payment instructions on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au). Details will be securely saved by Suburban Domains® and payment will be processed on the expiry date.

- 6.3 The advertising connected to the renewed domain name subscription will continue to be active. The Subscriber agrees to be responsible for updating and maintaining the free website (if applicable), in accordance with the Terms and Conditions.
- 6.4 Upon receipt of a renewal email, a subscriber may choose to exercise their right to NOT renew for another subscription term. In this instance, the domain name will become available to a new Subscriber immediately the domain name subscription expires.
- 6.5 A domain name that is NOT renewed will have the Subscriber's redirected URL website address or free website (whichever is applicable) deleted immediately after the domain name subscription expires.

## **7 Cancellation of a subscription by Suburban Domains®**

- 7.1 The occurrence of any of the following shall constitute immediate cancellation of the Agreement, without notification to the Subscriber. We reserve the right to forfeit all consideration paid for any and all domain names and in addition, all domain names will be disconnected from the Subscriber:
  - 7.1.1 Filing of a bankruptcy petition by the Subscriber and/or filing of an involuntary bankruptcy petition against the Subscriber by a creditor;
  - 7.1.2 Cease to do business or offer services within the geographic location expressly described within a domain name in their account;
  - 7.1.3 Engage in fraudulent business practice;
  - 7.1.4 Failure to abide by the Terms and Conditions of this Agreement;
- 7.2 Failure to pay subscription costs or remit appropriate monies when due.
- 7.3 Failure of reasonable commitment by Subscriber to renew the subscription by the expiration date, will constitute the cancellation of this agreement and continued use of the domain name from 8pm AEST on the last day of the Subscription term.

## **8 Cancellation of a subscription by Subscriber**

- 8.1 The Subscriber may cancel a subscription any time after the minimum Subscription term by providing 30 days written notice of intent to cancel. The 30 days will commence from the date the written notice is received.
- 8.2 On the 30th day of notification, Suburban Domains® will remove the domain name from the Subscriber's account and refund the Subscriber any unused prepaid subscription costs, less the cancellation fee.
- 8.3 The Subscriber agrees to pay a cancellation fee of \$99 Ex GST per subscription.
- 8.4 The refund due and payable will be made using the original method of receiving payment or by company cheque, at our discretion.

## **9 Cancellation of an Account**

- 9.1 The Primary User may cancel an account at any time without notification under the condition that the account is free of any domain name subscription(s).
- 9.2 Suburban Domains® reserves the right to delete an account that has remained inactive for more than 12 months.

## **10 Payment Options**

- 10.1 The Subscriber is entitled to receive a discount per domain name by paying the total subscription cost upfront, as indicated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au).
- 10.2 A discount rate applies for multiple subscriptions, as indicated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au). The discount is applied when 2 or more domain names are subscribed to AT THE SAME TIME. It is not based on the cumulative number of domain names in the Subscriber's account.
- 10.3 The Subscriber may elect to pay for subscriptions using the Easy Payment Plan. The Subscriber understands and agrees that the Easy Payment Plan cannot be adjusted in any way, and that they authorise Suburban Domains® to charge the instalments to the nominated credit card, as they fall due.
- 10.4 Suburban Domains® accepts payments by Credit Card for Upfront Payment and Easy Payment Plan and Direct Deposit for Upfront Payment only. The Direct Deposit payment must be received in full in cleared funds within 7 days of placing an order.
- 10.5 The Subscriber understands and agrees that the Easy Payment Plan is an initial upfront payment of 1/6<sup>th</sup> of the annual subscription fee, followed by 5 monthly instalments each being 1/6<sup>th</sup> of the annual subscription fee.

## **11. Refunds and Returns**

- 11.1 Refunds will be issued using original method of receiving payment or by company cheque, at our discretion.
- 11.2 In consideration of clause 7, the Subscriber will not be eligible for a refund.
- 11.3 In consideration of clause 8, the Subscriber will be entitled to a refund for unused prepaid subscription costs, less the cancellation fee, as indicated.

## **12. Force Majeure**

- 12.1 Neither party shall be liable to the other for any failure to perform any obligation under the Agreement which is due to an event beyond the control of such party including but not limited to any act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the Terms and Conditions of the Agreement contained herein.

## **13. Notices and Communication**

- 13.1 All notices required or permitted hereunder may be given by electronic mail or by registered post. Notice will be deemed given on the date the electronic mail is sent or date of postal registration.
- 13.2 All notices called for herein shall be to the Subscriber at the email address or postal address contained in the account.
- 13.3 Suburban Domains® may be contacted by the following:

Email: enquiries@suburbandomains.com.au  
Phone: (03) 9755 1066  
Mail address: PO Box 118, Sassafras, VIC., 3787  
391B Mount Dandenong Tourist Rd,  
Sassafras, VIC, 3787

## **14. Choice of Law**

- 14.1 You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of the state of Victoria, Australia and that any action arising out of this Agreement shall be litigated and enforced under the laws of the state of Victoria, Australia. In addition, you agree to submit to the jurisdiction of the courts of the state of Victoria, Australia and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the state of Victoria, Australia.

## **15. Amendment**

- 15.1 Subscribers will be bound by the Terms and Conditions in place at the time they subscribe for the full subscription term, with the exception of clause 3.6 which shall be effective immediately as and when amended.
- 15.2 These Terms and Conditions may be modified by Suburban Domains® within reason for further clarification as needed.
- 15.3 The material contained herein may contain technical inaccuracies or typographical errors. Suburban Domains® may make corrections and/or make changes to the material, at any time, without notification.
- 15.4 Amendments to the Terms and Conditions will be updated on [www.SuburbanDomains.com.au](http://www.SuburbanDomains.com.au) and shall be effective immediately for new subscriptions and subscriptions pending renewal.

## **16. Interpretation**

- 16.1 In interpreting this Agreement, all captions and titles shall be disregarded, and when applicable, the singular of any word shall mean or apply to the plural, and masculine form shall mean and apply also to feminine, and vice versa.

## **17. Terms binding**

- 17.1 All Terms and Conditions are included herein and no verbal agreements shall be binding.
- 17.2 These Terms and Conditions replace any and all prior agreements between Suburban Domains® and the Subscriber.
- 17.3 Payment in full (or making an initial upfront payment on the Easy Payment Plan) by the Subscriber and acceptance of payment in full by Suburban Domains® serves as acknowledgement that both parties have read, fully understand, and approve of the Terms and Conditions of this Agreement.

## **DISCLAIMER NOTICE**

### **18. Warranty**

- 18.1 Gogas Pty Ltd trading as Suburban Domains® warrants that the domain names listed within this subscription Agreement are in good standing, registered in our name and free of any claims or disputes, but makes no further warranties, express or implied.
- 18.2 Suburban Domains® makes no warranties that the information contained on www.SuburbanDomains.com.au, landing pages, free websites and/or Company literature will be free from errors or defects or that the use of or access to www.SuburbanDomains.com.au, our landing pages or free websites will be uninterrupted. WE SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ON THE RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL WE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

### **19. Limitation of Liability**

- 19.1 The Subscriber must bear the risk of any liability relating to your use of our system. ACCORDINGLY, YOUR USE OF OUR SYSTEM IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH OUR SYSTEM, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. Furthermore, it shall be your own responsibility to ensure that any products, services or information uploaded onto our free websites meet with your specific requirements and accurately represents your business' activities.
- 19.2 Suburban Domains®, its affiliates, directors, officers, employees and agents shall not be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this Agreement.

### **20. Indemnity**

- 20.1 You shall indemnify and hold Suburban Domains®, its affiliates, directors, officers, employees and agents harmless from and against any and all claims, suits, threats, demands, settlements, actions, causes of action, liabilities, obligations and all other matters, including but not limited to court costs, attorney fees, witness fees, settlement fees, and all other direct and indirect expenses and losses that may occur arising from the breach of any of the representations and warranties that you have made and otherwise arising directly or indirectly from the placement of your advertising materials on our landing pages or free websites.
- 20.2 You shall indemnify and hold Suburban Domains®, its affiliates, directors, officers, employees, and agents harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to the domain name subscription, use and registration. Such claims shall include, without limitation, those based upon intellectual property, trademark infringement, trade name infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation.

### **21. Other parties**

- 21.1 You accept that, as a limited liability entity, Gogas Pty Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Gogas Pty Ltd's officers or employees in respect of any losses you may bear in connection with any products or services offered by Gogas Pty Ltd.
- 21.2 Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Disclaimer Notice will protect Gogas Pty Ltd's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Gogas Pty Ltd against any claims.

### **22. Severability**

- 22.1 In the event that a provision of this Agreement is found to be unenforceable under applicable law, that provision found to be unenforceable will be severed from the Agreement and will not affect the enforceability of any other provisions.

### **23. Reasonableness**

- 23.1 By using this website you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **24. Waiver**

- 24.1 Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.