

TERMS AND CONDITIONS

1. These terms and conditions shall apply to and form part of each order by the Client for the everything4web products. No person may vary these terms and conditions without the approval in writing of the management of everything4web. To the maximum extent permitted by law, all terms, warranties and conditions that may be implied into this Agreement by statute are hereby excluded.
2. Subject to the following, everything4web shall:
 - a. Publish all Listings in accordance with the order and provide an electronic review to the client of the Listing(s); and/or
 - b. Deliver to the Client the Extra Options stated in the order.
3. The client shall pay everything4web or its agent at it's address over leaf the total invoice amount for all Items listed and/or Extra Options which shall comprise as the case may be:
 - a. The amount shown in the order for Listing(s) used (as varied in accordance with these terms and conditions)
 - b. All other costs or expenses which may be incurred by everything4web at the request of the client in respect of artwork, special text work, author correction, search engine, etc. and
 - c. The amount shown in the order in respect of Extra Options.
 - d. In the case of Listings, payment in full of the total invoice amount shall be made to everything4web within 7 days of publication of the listing or as agreed to in writing.
 - e. In the case of Extra Options, payment in full of the invoice amount shall be made to everything4web within 7 days after delivery of the other Items to the client or as agreed to in writing.
 - f. The client agrees to reimburse and indemnify everything4web for all costs and expenses (including legal costs on a solicitor/own client basis and any commissions) incurred by everything4web or their Agent in respect of any action taken to recover moneys due and payable under this Agreement.
4. The client acknowledges that everything4web in its discretion shall be entitled to do any or all of the following.
 - a. Decline or cancel any Listing or series of Listings to which an order relates or decline or cancel any Extra Options without stating any reason;
 - b. Postpone the publication of any Listing or Extra Options Items at any time and from time to time;
 - c. Return or dispose of all Locality List and Extra Options material which remains in everything4web's or approved representatives' possession twelve months from the last month or publication of the Listing to which that material relates, without being required to give notice to any client or advertising agency;
 - d. Cut or alter any prints or artwork or other material supplied by the client in order to conform to Locality List requirements, without being responsible for any loss.
5. Acceptance of listings for publication by everything4web does not deem endorsement or approval by everything4web of any product or service advertised.
6. everything4web shall not be liable for any loss or damage to any person arising from the failure for whatever reason of any particular listing to appear on any specified date or at all, or from any error in Listing copy which may appear as a result of everything4web having been requested to compile any copy or produce any other artwork. The listing produced is considered to be a starting version, which the client is encouraged to maintain and improve to their benefit.
7. everything4web shall not be liable in any manner for any loss or damage whatsoever to any positives, artwork or other materials deposited with everything4web by the client for the purposes of fulfilling the order. Such materials shall at all times and in respect of all things remain at the risk of the client.
8. The client upon and by lodging material with everything4web for publication or authorising or approving of the publication of any material;
 - a. Acknowledge that it has examined the material for the purpose of determining whether it contains any defamatory matter or slander of title, infringes any trade mark, registered design, constitutes the torts of passing off or unfair competition or constitutes any invasion of privacy, breach of copyright or breach of any provision of the Trade Practices Act 1974;
 - b. Indemnifies everything4web, its staff, servants or agents against all liability, claims or proceedings whatsoever arising from the publication of the material and without limiting the generality of the foregoing, liability for defamation, slander of title, infringement of trade mark, passing off, unfair competition, invasion of privacy, breach of copyright or breach of any provision of the Trade Practices Act 1974; and
 - c. Warrants that the material complies with all relevant laws and regulations that its publication will not give rise to any right against or liabilities to everything4web, its staff, servants or agents and that everything4web may rely on the above acknowledgment that the material has been duly examined.
 - d. Acknowledges that they own or have the rights to the Copyright © of Site Content, the intellectual property rights, marks, copyright and all other associated materials supplied by the client.
9. Cancellation of orders may only be made within 7 days from the date of this Agreement and only if the Listing has not been published and only with the approval in writing of the management of everything4web or the management of the Sales Partner. A 50% cancellation fee may apply at the sole discretion of everything4web.
10. This Agreement shall be governed by the laws of South Australia and the parties submit to the jurisdiction of the courts of South Australia.