

2015



Terms and Conditions



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SECTION 1 – INTRODUCTION AND DEFINITIONS

INTRODUCTION

This document outlines the Terms and Conditions for Gold Coast Multimedia Membership services (ABN: 67477381645 BN: BN98445037) trading as Gold Coast Multimedia, supplies its Products and Services to you (the Customer). These Terms and Conditions are between you (the Customer) and Gold Coast Multimedia. These Terms and Conditions supersede all previous arrangements, written or implied.

What are the Gold Coast Multimedia Membership Terms and Conditions?

These Terms and Conditions, together with your Order and/or Order Form or Customised Agreement, form the Contract between the Customer and Gold Coast Multimedia. When you enter into a Contract with Gold Coast Multimedia, there will be both General Terms and Conditions and Product Terms and Conditions relating to the specific Service/s you choose. To understand your rights and obligations, you (the Customer) need to read all of the documents that relate to you and the Service/s you select.

The Gold Coast Multimedia Membership Terms and Conditions comprise the following sections:

Section 1: The Introduction and Definitions of terms used in these Terms and Conditions;

Section 2: The General Terms and Conditions which apply to all Services and to all Customers;

Section 3: The Product Terms and Conditions which apply to individual Services. The Product Terms and Conditions are broken into sub-sections relating to the various Service types.

Section 4: The Customised Agreement Terms and Conditions. There are additional and/or modified products and services that Gold Coast Multimedia supplies under a Customised Agreement contract. There may be references to Customised Agreements in these Terms and Conditions.

How can the Customer obtain a copy of the Gold Coast Multimedia Terms and Conditions?

A copy of the Gold Coast Multimedia Terms and Conditions is available at the Gold Coast Multimedia office, via the Gold Coast Multimedia website or as hard or soft copy upon request.

DEFINITIONS

Authorised Representative means an individual authorised by the Customer to fully act on their behalf in respect of the Service, including receiving service and billing information, making technical changes, signing forms and making changes that affect billing.

Authorised Representative (Billing) means an individual authorised by the Customer to fully act on their behalf in respect of the Service, including receiving service and billing information, making technical changes, signing forms and making changes that affect billing. This representative is also the primary contact used by Gold Coast Multimedia for correspondence, billing, quota notification emails and the like.

Authorised Technical Representative (ATR) means in respect of Co-location Services only, an individual authorised by the Customer to access the Gold Coast Multimedia Data Centre/s and/or receive technical information.

Domain Name means the allocated or chosen URL or website address for the service.

Domain Name Server means the server carrier who is providing the domain name service.

Cancellation means the termination of a Gold Coast Multimedia product or Service.

Cancellation Fee means the fee payable by the Customer as outlined in the Product Terms and Conditions, Order Form or Customised Agreement for early Cancellation of the Service.

Complete Provisioning means the Service has been completed by Gold Coast Multimedia for use by Customer.

Content Management System (CMS) means a website that has the ability to be self maintained by the customer. A backend graphical user interface is provided for website updates.

Contract means the agreement between the Customer and Gold Coast Multimedia for the Services.

Contract End Date means the date on which the Contract Term expires.

Contract Term means the minimum contract term specified on the Order Form or in the Customised Agreement, which commences on the Start Date of the Service.

CPE means Customer Premises Equipment, equipment required by the Customer to use the Service, ie. modem/routers, filters, computers and the like.

Customer means the individual, business or entity entering into the Contract with Gold Coast Multimedia.

Customised Agreement means a Contract between Gold Coast Multimedia and the Customer for the provision of customised Services and/or modifications to standard products and/or Terms and Conditions.

Customer Website Services (CWS) means products or services that Gold Coast Multimedia purchase on behalf of the client by a third party supplier for use on there website.

Establishment Fee means the initial fee payable to establish a Service.

Fault means in relation to Services, the failure or non-delivery of the relevant Services.

Force Majeure means acts of God; war (whether declared or not); act of terrorism, revolution or act of public enemy's; riot or civil commotion, strike, stoppage, ban, limitation on work or restraint of labour; fire, flood, storm, tempest, radioactive contamination or wash away or high sea inundation; acts, decisions and mandatory directives of any government body; or any other event or circumstance which is beyond the reasonable control of either party and, without limitation, in the case of Gold Coast Multimedia, includes any third party interference or damage to Gold Coast Multimedia's Services.

FTP means file transfer protocol, this is the protocol used to upload your website on the internet.

GCM Member Services means services provided to customers who are on a current membership plan, these services are one off payments at a discounted rate for members as outlined in the products and services.

General Terms and Conditions means the Terms and Conditions applicable to the use of all Gold Coast Multimedia Services and in relation to such things as, but not limited to, billing and payment, acceptable use, privacy, technical support.

Gold Coast Multimedia means online services business (ABN: 67477381645 BN: BN98445037) trading as Gold Coast Multimedia to supply multimedia products and services.

Gold Coast Multimedia Membership means service packages supplied by gold coast multimedia as stated under product terms and conditions.

Gold Coast Multimedia's Services means the infrastructure, business partnership and technologies used and maintained by Gold Coast Multimedia to provide the Service to the Customer.

Internet means the world wide connection of computer networks which provides a number of services to users including the transmission of electronic mail, provision of information on the world wide web and transfer of files.

Non-excludable Terms means any terms, conditions or warranties that are implied into this agreement by statute and that cannot be excluded or modified without contravening the statute or causing the excluding or modifying clause to be void.

Order means a request or instruction from the Customer to Gold Coast Multimedia in relation to the Service/s as accepted by Gold Coast Multimedia.

Order Form means the relevant Gold Coast Multimedia document by which the Customer requests a new Service or change to a Service.

Outage means a period of time where a Service is unavailable or offline.

Product Terms and Conditions means the Terms and Conditions applicable to the relevant Services as outlined under the headings memberships, tutorials/courses, hosting and support.

Propagation means the time in which it take to redirect a domain name server to a new service address.

Reconnection means restoring an existing Service.

Relocation means establishing a new Service hosting or email at a new IP address or on another service provider using an existing username, password, configuration and associated attributes.

Service or Services means the products and services supplied to the Customer by Gold Coast Multimedia as per the Order or Customised Agreement.

Service Details means the information (such as username, password, technical support details) that Gold Coast Multimedia will provide to the Customer that allows the Customer to enable, use and/or monitor the Service/s.

Site or Sites mean the specific address to which a Service is being provided.

Start Date means the date an individual Service is provisioned and operating as advised in writing by Gold Coast Multimedia. The Start Date is also the date the Contract Term commences.

Technical Representative means an individual or business authorised by the Customer to act on their behalf in respect of technical matters relating to the Service, including receipt of the Service Details, usernames and passwords. A Technical Representative is authorised to receive information about the Service and make technical changes (ie. configuration/IP addressing), but is not authorised to sign order forms or make changes that affect billing unless the Customer has allowed the individual to act as an Authorised Representative.

Third Party Supplier means another business or entity that supplies products, goods or services to Gold Coast Multimedia.

Transfer means the process of rapid transfer or churning an existing website service from one Web Development Provider to another or Domain name transfer.

Website Development means the construction or services provided by Gold Coast Multimedia to construct or create a website solution for a customer.

SECTION 2 – GENERAL TERMS AND CONDITIONS

1. Overview

1.1. By submitting an Order or Order Form for a Gold Coast Multimedia Service/s, or by accepting a Customised Agreement, the Customer acknowledges that they are bound to the Terms and Conditions outlined in this document and/or the Customised Agreement.

1.2. The Contract shall be governed by the laws in force in the State of Queensland and each party must submit to the exclusive jurisdiction of the Courts of that State.

1.3. This document constitutes the full and entire understanding between the parties in relation to the Service. Any other representations may be contrary to this document and not valid.

1.4. The Customer may only enter into a Contract with Gold Coast Multimedia if they are at least 18 years of age as at the date of the Order.

1.5. The Customer must be authorised to enter into the Contract and although the Customer may choose to appoint an Authorised Representative/s, the Customer acknowledges that the Contract is at all times between Gold Coast Multimedia and the Customer.

1.6. Should there be any conflict between the terms of this document then the following order of precedence shall apply:

1.6.1. The Terms and Conditions of any promotional offer as supplied; then

1.6.2. The Terms and Conditions of the Order Form; then

1.6.3. The Product Terms and Conditions; then

1.6.4. The General Terms and Conditions.

1.7. Gold Coast Multimedia reserves the right to refuse an Order, without reason.

2. Customer Obligations

2.1. By entering into a Contract with Gold Coast Multimedia the Customer agrees:

2.1.1. That the plan/s and Service/s selected meet their requirements.

2.1.2. To pay charges as set out on the relevant Order Form.

2.1.3. To provide all personal computer and communications equipment necessary to effect the Service.

2.1.4. Not to assign or otherwise transfer this or the Customer's rights under it, delegate Customer's obligations or re-sell or sub-licence the Service.

2.1.5. To provide Gold Coast Multimedia with a current and active email address.

2.1.6. To promptly notify Gold Coast Multimedia of any changes to email address and/or other contact details.

2.1.7. To promptly notify Gold Coast Multimedia of any Fault in relation to the Service and to provide all necessary assistance to help Gold Coast Multimedia rectify or identify the Fault.

2.1.8. To advise Gold Coast Multimedia in writing in a timely manner of any changes, modifications, conversions, Relocations, Cancellations or Transfers to any Service supplied by Gold Coast Multimedia. Without written advice, Gold Coast Multimedia will continue to provide Services and billing of those Services.

2.1.9. To monitor bandwidth usage in alignment with the selected membership plan in order to avoid excess usage charges.

2.1.10. To review the Service and plan offerings available from time to time by contacting Gold Coast Multimedia.

2.1.11. To review the current version of the Gold Coast Multimedia Terms and Conditions from time to time.

2.2. The Customer shall be solely responsible for:

2.2.1. All security measures, non-disclosure of log-in information and back up of any information including back up services relating to website theme structure database and data entry.

2.2.2. All use of the Service.

2.2.3. Disclosure or loss of login information that results in access misuse.

3. Changes to Terms and Conditions

3.1. During the term of the Contract, Gold Coast Multimedia may need to change the Terms and Conditions, including fees and charges and plans, due to circumstances beyond its control, including changes in law, urgent changes required for security reasons, changes by a Third Party Supplier of the terms on which they supply services to Gold Coast Multimedia or to the functionality or nature of a service or its underlying technology. Gold Coast Multimedia are therefore not always able to provide the Customer with ongoing supply of a Service on the same Terms and Conditions that existed when Gold Coast Multimedia first commenced providing that Service to the Customer.

3.2. In addition to changes which Gold Coast Multimedia are required to make due to circumstances beyond its control, Gold Coast Multimedia may elect to make changes for its own purposes during the term of the Contract. Any changes Gold Coast Multimedia elect to make will take effect for the Customer's Service in accordance with clauses 3.4 and 3.5 below.

3.3. The Customer acknowledges and agrees that in accordance with clauses 3.1 and 3.2, from time to time the nature of the Services and the terms on which Gold Coast Multimedia supply those Services may change and that if Gold Coast Multimedia elect to change those terms notice will be given in accordance with clauses 3.4 and 3.5 below.

3.4. Customer Rights if Gold Coast Multimedia change the Contract:

3.4.1. Subject to the exceptions permitted by clause 3.5, Gold Coast Multimedia will give the Customer notice of any proposed changes to the Terms and Conditions of the Contract, at least 21 days prior to the date on which those changes are to take effect.

3.4.2. Subject to the exceptions permitted by clause 3.5, if the proposed changes will cause material detriment to the Customer, for example, the changes will result in a material increase in the fees or unreasonably and materially change the characteristics or functionality of the Service Gold Coast Multimedia initially supplied to the Customer, then the Customer may immediately cancel the affected Service without incurring any early termination fee or penalty (provided that Gold Coast Multimedia can recover any outstanding fees incurred up to the date on which the Contract ends and any outstanding amounts that cover Establishment Fees or

installation costs or equipment where such equipment can be used in connection with services provided by other suppliers), by giving Gold Coast Multimedia notice in writing to that effect within 42 days of the date of the notice referred to in clause 3.4.1 above.

3.4.3. The Customer acknowledges and agrees that if notice is not given to Gold Coast Multimedia within the 42 day period referred to in clause 3.4.2, the Customer is deemed to have accepted the changes from the date those changes are to take effect and that the Terms and Conditions of the Contract, as amended by those changes, will govern the relationship between the Customer and Gold Coast Multimedia from that date.

3.5. Exceptions:

3.5.1. The customer acknowledges and agrees that Gold Coast Multimedia's obligation to provide 21 days notice of the proposed changes and to afford the Customer a right to terminate the Contract in accordance with clause 3.4 will not apply in relation to:

3.5.1.1. Urgent changes Gold Coast Multimedia is required to make by law for security reasons or technical reasons necessary to protect the integrity of its services and business network partners;

3.5.1.2. The introduction of a new fee or an increase in an existing fee due to an additional tax or levy imposed by law; and

3.5.1.3. Increases in fees due to increases imposed on Gold Coast Multimedia by Third Party Suppliers.

3.5.2. Where practicable to do so, Gold Coast Multimedia will give the Customer reasonable notice of the changes referred to in this clause 3.5 in accordance with the notice provisions of clause 4.

4. Notices

4.1. All notices to be served on either party by the other shall be in writing and shall be sent by hand delivery, post, facsimile or electronically to the parties at their respective billing or email addresses as supplied.

5. Fees and Charges

5.1. The Customer is responsible for and agrees to pay for all Service fees and charges as outlined in the Product Terms and Conditions and/or the relevant Order or Order Form.

5.2. The Customer agrees to pay all Service fees and charges within the terms of trade. The terms of trade for Gold Coast Multimedia Membership Services are 21 days from invoice issue date, with the exception of GCM Member Services, which are payable on the invoice issue date.

5.3. Where an Establishment Fee applies for a Service, payment is required prior to the application for Service being processed by Gold Coast Multimedia, unless previously

negotiated between the Customer and Gold Coast Multimedia. Should the Establishment Fee remain unpaid more than 30 days after the Order has been submitted to Gold Coast Multimedia the Order may become void, in which case a new Order must be submitted to Gold Coast Multimedia for the Order to proceed. In the case of a domain name being purchased by Gold Coast Multimedia on behalf of a customer the domain name will remain the property of Gold Coast Multimedia unless full payment is received for the individual service.

5.4. Customer Website Services (CWS) purchased from Gold Coast Multimedia requires pre-payment prior to collection or implementation, unless previously negotiated between the Customer and Gold Coast Multimedia.

5.5. All fees and charges are quoted including Goods and Services Tax (GST).

5.6. Service fees and charges and the Contract Term (where applicable) commence from the Start Date of the Service as advised by Gold Coast Multimedia, not when the Customer first uses the Service or attempts to use the Service. Should the Start Date be disputed for any reason Gold Coast Multimedia must be informed in writing within 10 days of the said Start Date or no claim or billing change will be considered.

5.7. In the event that Gold Coast Multimedia is technically unable to provide the Service or the Customer cancels an Order prior to the Service being activated, Gold Coast Multimedia will apply a credit to the Customer's account for any Establishment Fees and CWS invoiced in relation to the Service. Activated means that work has been completed to create a Service, whether by Gold Coast Multimedia or a Third Party Supplier of Gold Coast Multimedia at which point the Service can no longer be cancelled by the Customer without penalty.

5.8. Gold Coast Multimedia reserves the right to change pricing and/or plans and to withdraw plans and/or Services by providing 30 days written notice to the Customer.

6. Billing

6.1. Gold Coast Multimedia will provide a Tax Invoice for the Service/s, unless otherwise specified in the Product Terms and Conditions, Order or by Gold Coast Multimedia.

6.2. All invoices will be emailed as a PDF attachment to the Customer's nominated Authorised Representative (Billing). Mailing of paper invoices is available and if requested will attract a \$1.50 surcharge per invoice.

6.3. By providing credit card details, the Credit Cardholder and/or the Customer authorises Gold Coast Multimedia to process payments to that card for any and all charges associated with the Service/s as outlined on the relevant invoice/s and described in these Terms and Conditions.

6.4. Where a credit card has been nominated for account payment the Customer must advise Gold Coast Multimedia immediately of any changes to the credit card details. Should the credit card be declined and payment unable to be processed Gold Coast Multimedia will attempt to contact the Customer advising of same.

6.5. Where an account becomes overdue, Gold Coast Multimedia will attempt to provide notice to the Customer by means of email and/or SMS. Such notices outline the process with regard to overdue accounts.

6.6. Gold Coast Multimedia reserves the right to disable, interrupt, restrict or cancel any and all services under an account, without liability, in the event that:

6.6.1. The account becomes overdue and the Customer fails to pay the amount overdue within the period stated in the notice.

6.6.2. The Customer appoints an external administrator, becomes bankrupt, insolvent or appears likely to do so and we have reasonable belief that it is unlikely that we will receive or retain amounts due and payable.

6.7. Services interrupted or disabled due to non-payment are subject to a re-enable fee for each Service billed on the account in addition to full payment of the balance due on the account.

6.8. All overdue accounts that have not been paid in full may be sent to a debt collection agency. At this time Gold Coast Multimedia may terminate and/or remove the Service/s. Should this occur and re-provision of Service/s is subsequently required, a fee of 25% of the overdue amount in question is payable, together with the Gold Coast Multimedia re-enable fee/s and a new Service Establishment Fee (where applicable). A new Order may be required as notified to the Customer by Gold Coast Multimedia. Gold Coast Multimedia also reserves the right to recover the outstanding payment through legal action.

6.9. Gold Coast Multimedia reserves the right to insist on credit card payment only, for any Product or Service.

6.10. Gold Coast Multimedia reserves the right to refuse service based on credit history, or at its absolute discretion.

6.11. Credits applied to a Customer's account may remain on the existing account in order to offset future charges or may be refunded to a Credit Card (if held on file) or Bank Account as deemed appropriate by Gold Coast Multimedia.

7. Contract Term / Cancellation of the Service

7.1. The minimum Contract Term may vary between Gold Coast Multimedia Membership Services as outlined in the Product Terms and Conditions, Order Form or Customised Agreement.

7.2. Where a Contract Term is applicable, the Customer is liable for charges for the duration of the Contract Term, from the Start Date of the Service as set out in the Product Terms and Conditions and/or Order Form or Customised Agreement.

7.3. If neither the Customer nor Gold Coast Multimedia cancel the Service at the end of the Contract Term, Gold Coast Multimedia will continue to provide the Service on a month-to-

month basis in accordance with the General Terms and Conditions and Product Terms and Conditions for the specific Service.

7.4. If the Customer does not wish to continue to use the Service on a month-to-month basis after the end of the Contract Term, the Customer must provide a written cancellation request and the applicable notice period for cancellation must be provided.

7.5. A Cancellation Fee may be payable for early Cancellation of a Service as set out in the Product Terms and Conditions.

7.6. Request for Cancellation of a Service must be forwarded by the Customer to Gold Coast Multimedia in writing giving Gold Coast Multimedia the required notice period as outlined in the Product Terms and Conditions. The Customer is responsible for all fees and charges outlined in the Product Terms and Conditions until such time as Cancellation of the Service is complete.

7.7. When the Customer notifies Gold Coast Multimedia that they wish to cancel the Service, the monthly access fee, for the month in which the Service is cancelled, is applicable.

7.8. Cancellation of any Service effectively cancels all/any email/mailboxes, hosting, online courses and support associated with that membership Service.

8. Technical Support

8.1. Gold Coast Multimedia's technical support is provided by telephone, face-to-face, website support pages and remotely. On-site technical support is available pending management approval, and charges will apply.

8.2. Upon Complete Provisioning of all new Services, Gold Coast Multimedia shall provide the Customer with the Service Details, including the technical support level and relevant contact details. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.

8.3. All Gold Coast Multimedia products include varying levels of technical support from Level 1 to Level 3 as detailed below.

8.3.1. Level 1 Technical Support

Email: support@goldcoastmultimedia.com

Hours Available: Monday – Friday 9:00am – 5:00pm

Response Target – 8 Hour response target – please call for urgent matters on (07)55991133

8.3.2. Level 2 Technical Support

Email: phil@goldcoastmultimedia.com

Hours Available: Monday – 24x7x365 access

Response Target – 1 Hour guaranteed – please call for urgent matters on 0413234624

8.7. Online Technical Support

8.7.1. From time to time a Gold Coast Multimedia representative may be required to access the Customer's website admin panel. The Customer consents to such access and agrees to provide Gold Coast Multimedia and/or its representatives with access to the website user backend free from privacy legislation.

8.7.2. An incorrect service fee may apply if the Customer's privately maintained content management system website is not maintained properly and/or the fault is shown to be the customers.

8.7.3. To the full extent permitted by law, under no circumstances will Gold Coast Multimedia, any related entities or any Third Party Supplier engaged by Gold Coast Multimedia be liable to the Customer or any other person for any direct, indirect, incidental, special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the Technical Support provided by Gold Coast Multimedia or a Third Party Supplier engaged by Gold Coast Multimedia.

9. Virus and Spam Filtering

9.1. Virus and Spam Filtering Services apply to customers utilising:

9.1.1. Any gold coast multimedia+ mailboxes (including domains and sub domains managed by Gold Coast Multimedia within membership contracts)

9.1.2. Gold Coast Multimedia Business Mail mailboxes (including sub domains and aliases)

9.2. These Spam reduction systems feature methods used by a third party supplier – Gold Coast Multimedia will not be responsible for controlling or reducing spam.

9.3. Gold Coast Multimedia uses automated processes to attempt to identify Spam via incoming mail and those identified as potential Spam are either rejected or tagged. This process involves software making a decision about whether or not an item of email is undesirable and as a consequence will occasionally result in:

9.4. Some emails being rejected / deleted

9.4.1. Some undesirable emails / viruses being permitted

9.4.2. Emails that are not undesirable being filtered and stored separately (where Spam Filing applies)

9.5. The Spam that is tagged is either:

9.5.1. Delivered to the mailbox, and it is the mailbox owner's responsibility to manage the Spam including set up of automatic spam filing if desired, or;

9.5.2. Where Spam Filing applies, the tagged spam is diverted so that it does not arrive in the user's mailbox. The diverted, tagged email is filed in a separate mailbox

and deleted after 30 days and it is the customer's responsibility to manage these emails.

9.6. Gold Coast Multimedia does require that Customers take other security precautions, including the following:

9.6.1. Running up-to-date anti-virus software.

9.6.2. Not opening email attachments from sources unless certain of the identity and reliability of the sender.

9.7. These Spam reductions systems are active by default for all applicable customers. Customers can opt out of Grey Listing only.

9.8. Details of Gold Coast Multimedia's Virus and Spam Filtering processes, how to access filtered emails if required, and how to opt out, are located.

10. Customer Website Services (CWS)

10.1. CWS is not included as standard with Gold Coast Multimedia Services, however the Customer may purchase CWS from Gold Coast Multimedia for use in relation to the Service.

10.2. To purchase CWS from Gold Coast Multimedia the Customer must have or be ordering a Gold Coast Multimedia Membership.

10.3. The Customer is responsible for ensuring CWS is appropriate and adequate for their intended purpose.

10.4. Ownership and subsequent risk for the CWS purchased from Gold Coast Multimedia's transfers to the Customer on receipt of the goods.

10.5. If the Customer requests to return CWS purchased from Gold Coast Multimedia it is at Gold Coast Multimedia's discretion to accept the return or exchange of the service. If Gold Coast Multimedia chooses to receive the service/software it is to be returned in an undamaged, complete condition within 10 days of original receipt by the Customer.

10.6. All CWS supplied with a Membership Service from Gold Coast Multimedia is pre-configured with a standard template and tested.

10.7. No CWS supplied by Gold Coast Multimedia includes ongoing Management of that hardware.

10.8. Managed Content Services is an optional separate product.

11. Privacy Policy

11.1. The Customer acknowledges and accepts the Gold Coast Multimedia Privacy Policy available at www.goldcoastmultimedia.com

12. Information about Customer Rights

12.1. Information and advice about the Customer's rights can be obtained by contacting the Australian Communications and Media Authority, the Australian Competition and Consumer Commission or the relevant Department of Fair Trading or Department of Consumer Affairs in the relevant state or territory.

13. Complaint Handling

13.1. Gold Coast Multimedia acknowledges the Customer's right to raise issues, concerns and complaints.

13.2. Due to technical and logistic reasons Gold Coast Multimedia requires Customers to contact Gold Coast Multimedia promptly should they have a complaint regarding a service from Gold Coast Multimedia.

13.3. In the first instance the complaint should be raised with the relevant department. For instance, billing complaints should be raised with Accounts and technical complaints should be raised with Technical support.

13.4. If the Gold Coast Multimedia staff member who receives the complaint is unable to resolve the issue they will escalate the complaint to a Team Leader.

13.5. In some cases Gold Coast Multimedia may request the Customer forward written details of the complaint and the Customer must provide these same details before the complaint can be addressed.

13.6. Gold Coast Multimedia will acknowledge the complaint within three business days. If the complaint cannot be resolved promptly Gold Coast Multimedia will advise the Customer of the expected resolution date. Gold Coast Multimedia will provide the Customer with regular updates regarding the complaint via telephone, email or live chat.

13.7. Gold Coast Multimedia will advise the Customer of the outcome of their complaint via our preferred method, as considered appropriate by Gold Coast Multimedia.

13.8. If the Customer is unhappy with the progress or outcome of the complaint they should contact Gold Coast Multimedia and request that their complaint be escalated to a member of the Multimedia Management team.

13.9. In the unlikely event Gold Coast Multimedia are unable to resolve the complaint the Customer has the right to contact the Australian Communications and Media Authority or local Fair Trading Agency.

14. Payment of Referral Fees

14.1. Gold Coast Multimedia may pay a referral fee to any of its employees, resellers, contractors or other representatives of Gold Coast Multimedia in connection with the Contract.

15. Use of Gold Coast Multimedia IP Addresses

15.1. If the use of one or more Gold Coast Multimedia IP addresses is required as part of any Gold Coast Multimedia Service/s, then Gold Coast Multimedia grants the Customer a limited, revocable, non-transferable licence to use certain IP addresses allocated to Gold Coast Multimedia by a third party supplier, as determined by Gold Coast Multimedia from time to time, during the Term for the sole purpose of receiving the Service/s.

16. Limitation of Liability

16.1. The Customer acknowledges and agrees that, to the extent permitted by law, Gold Coast Multimedia will not be liable to the Customer for any loss of revenue, loss of profits, loss of data, loss of use, loss of contracts, loss of sales or damages from failure to supply Services, or for any indirect, economic, special or consequential loss or damages arising out of or in connection with use of the Services regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.

16.2. The Customer acknowledges and agrees that all implied terms, conditions and warranties, except for Non-excludable Terms, are excluded from the Terms and Conditions of the Contract.

16.3. The Customer's remedy against Gold Coast Multimedia for breach of any Non-excludable Term is limited, at the option of Gold Coast Multimedia, to:

16.3.1. If the breach relates to goods, replacing, repairing or supplying goods equivalent to, those goods or paying the cost of replacing or repairing them or acquiring equivalent goods, or;

16.3.2. If the breach relates to services, re-supplying or paying the cost of re-supplying, those services.

16.4. To the extent permitted by law, and subject to clause 16.3 if applicable in the circumstances, Gold Coast Multimedia and its agents, clients, resellers, officers and employees, shall not be liable for any loss incurred by the Customer, whether direct or indirect and regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability, by reason of:

16.4.1. A Service Outage or non-supply;

16.4.2. The Customer's use or inability to use the Service and/or CWS supplied by Gold Coast Multimedia;

16.4.3. An event of Force Majeure;

16.4.4. An act or default by a Third Party Supplier.

16.5. Gold Coast Multimedia does not monitor or control the content and information accessed via the Services and shall not be held responsible in any way for any loss incurred by the Customer as a result of any content or any information accessed via the Service.

16.6. Certain Internet content via the Service may contain material, which the Customer may find inappropriate, offensive, inflammatory or adult in nature. Gold Coast Multimedia disclaims any and all liability for the contents of such material.

16.7. To the extent permitted by law, and subject to clause 17.3 if it applies in the circumstances, Gold Coast Multimedia's cumulative, aggregate liability (whether in contract, tort (including negligence), under an indemnity or otherwise) under or in connection with each Service is limited to an amount equal to the value of the fees paid by the Customer under the Order or Customised Agreement at the time the event giving rise to liability occurs.

17. Service Suspension / Cancellation

17.1. Gold Coast Multimedia may suspend or cancel the provision of Services without Gold Coast Multimedia having liability to the Customer, if:

17.1.1. The Customer breaches the Contract or Customised Agreement and does not promptly remedy such breach;

17.1.2. Gold Coast Multimedia is required to perform any scheduled maintenance in connection with Gold Coast Multimedia facilities, network or systems;

17.1.3. A Force Majeure Event occurs and affects Gold Coast Multimedia's ability to provide the Services for the period that the Force Majeure event continues, Gold Coast Multimedia is not responsible for third party suppliers that cause effect to services supplied by Gold Coast Multimedia.

SECTION 3 – PRODUCT TERMS AND CONDITIONS

18. Hosting Services

Domain and Web Hosting, Email Hosting Services

18.1. The Service

18.1.1. Gold Coast Multimedia is providing the Customer with shared Hosting services via a third party supplier.

18.1.2. There are two membership types that hosting applies to currently – Samurai and Warrior Plans.

18.1.3 The customer agrees to follow the hosting general terms and conditions to the extent permitted by law, and subject to clauses 9, 15 and 16

18.1.4 The customer acknowledges that because it is on a shared server, they will need to prepare for redundancy and backup to their email hosting in case of any service outage.

19. Web Development

19.1. All Web development Services include set hours for development allocated in hours and outlined in the membership packages.

19.2.1. In the case where the allocated development hours of the package are exceeded the customer agrees to pay the extra hours of development at a rate of \$80 per hour or as directed by Gold Coast Multimedia.

19.2.1. The customer acknowledges that by using any of Gold Coast Multimedia web development services are subject to the general terms and conditions set out in this document.

20. Website Support

20.1. Website support will be governed by Technical Support as outlined in the General Terms and Conditions.

21. Online Courses & Tutorials

21.1 The customer will be given a login and username by Gold Coast Multimedia to allow them to connect with the backend user interface of the website, there is no time limit or usage restrictions, however clients must only use their login and must not share login passwords with anyone. Gold Coast Multimedia has the right to cancel a customer's login without warning as outlined in section 17 Service Suspension cancellation.

22. Membership Packages

Bronze Package: (no longer available)

Web Development 8hrs value total \$1600.00 AUD

Web Hosting – shared environment up to 500mb storage

Email Hosting – shared account of up to 2 emails

Setup of domain name purchased separately on behalf of customer (CWS)

Website Support – email support only

Silver Package: (no longer available)

Web Development 20hrs value total \$3500.00 AUD

Web Hosting – shared environment up to 500mb storage

Email Hosting – shared account of up to 6 emails

Setup of domain name purchased separately on behalf of customer (CWS)

Website Support – email support only

Gold Package: (no longer available)

Web Development 20hrs value total \$5500.00 AUD

Web Hosting – shared environment up to 500mb storage

Email Hosting – shared account of up to 12 emails

Setup of domain name purchased separately on behalf of customer (CWS)

Website Support – email support only

Platinum Package: (no longer available)

Web Development 20hrs value total \$7500.00 AUD

Web Hosting – shared environment up to 500mb storage

Email Hosting – shared account of up to 20 emails

Setup of domain name purchased separately on behalf of customer (CWS)

Website Support – live chat & email support

23. Hosting Packages

These are our current hosting packages below – if you're current package does not reflect this package you could be one a custom hosting package for your company. Please email hosting@goldcoastmultimedia.com for more information regarding your custom plan or visit us online at our live chat.

Services	Samurai Management	Warrior Management
Fully Managed Hosting Account	Yes	yes
CMS system GCM Press Monthly Updates	Yes	Yes
User Access Controls and setup for GCM Press	Yes	Yes
GCM Press /wp-admin lock down	Yes	Yes

Brute Force Attack Protection – whitelist and black list	Yes	Yes
Wordfence Monitoring of website Malware	Yes	Yes
Hosting - 10GB Bandwidth, 5GB Storage	No	Yes
Weekly Scheduled Full Backup of website	Yes	Yes
Access to Full Support & Live Chat Support - Mon-Fri 9am–5pm – no public holidays	Yes	Yes
Spam prevention and email spam filters	Yes	Yes
Web Mail Online. Access all your business emails online all day everyday from anywhere in the world using our webmail features. (shared hosting environment not dedicated IP)	Yes	Yes
Email Hosting (combined bandwidth storage)	6 email accounts	20 email accounts
Timed Updates	30min/mo	8hrs/mo
2hrs/month Timed Digital Coaching on Skype. Analyse, Recommend, Implement and Review	No	Yes
Free Start Up Newsletter – valued at \$540	No	Yes
Managed newsletter system (using timed updates)	No	Yes
TOTAL	AUD 64.50/mo	AUD 600.00/m
No lock-in contracts - cancel at any time.		

24. Dedicated Email Packages

Gold Coast Multimedia currently does not offer any dedicated IP email address solutions. We can help arrange the setup of a dedicated IP address for you.

We only recommend – Google Apps (company emails)

We are happy for you to find your own provider. We can then assist by redirecting the MX records on your behalf to your chosen service.