

1 TERMS AND CONDITIONS

Lets Rethink Pty Ltd – Shoppeonline E-Commerce Website Solution

1. Our Purpose

Lets Rethink Pty Ltd provides a do it for you Ecommerce website solution for small to medium sized businesses. As well as listing in the shoppeonline.com.au directory.

Lets Rethink Pty Ltd can design, build, host and manage your website and online marketing campaigns and provide general and personalised content, website hosting services, access to software for managing your website, help and support tools, and e-commerce and customer management tools through the website <https://www.shoppeonline.com.au>.

Our services provide our users the ability to have an online presence, managing and promoting their businesses to extend their opportunities and have a scalable online presence. As detailed below, we offer the users the choice of premium website templates, an online e-commerce platform, Search Engine Optimisation (SEO) within a 5 kilometre distance of the physical location of the shop, monthly web traffic reports. We undertake to create your website consisting of 5 pages and 50 products for sale within 14 business days. The period of 14 days excludes the integration of your payment gateway. Should you require more pages or have more than 50 products that you would like us to add, this can be discussed with our team who will be able to provide the price for any additional information you want to include. Refer to section 6 Pricing Packages.

2. Terms and Meanings

In this Agreement, the following capitalized terms have the meanings ascribed opposite to them.

'we' or **'us'** means Shoppeonline and or Lets Rethink Pty Ltd, including its employees and Directors.

'User' or **'you'** means the person or Business, including Company directors, officers, employees and agents as appropriate, who purchases and/or uses the solution provided through our website, including our hosting and support services.

'Content' means information, material, content, images, graphics, symbols, links or other similar things.

'Contract' means the agreement between you and us as implied through your registration and use of the website template and the acceptance of the Service and our support services identified in Pricing Package Section 5 in accordance with these Terms and Conditions

'Force majeure' means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority (b) ionising radiation or contamination, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds (d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity (e) strikes or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party, its sub Contractors or its suppliers, and which affect an essential portion of the works, but excluding any industrial dispute which is specific to the performance of the works or this contract (f) Denial of Service (DOS) Distributed Denial of Service (DDOS) attack, third party provider outages, cable cuts and material changes in the law but excludes the inability for whatever reason to make any payments in accordance with these Terms and Conditions.

'Intellectual Property Rights' means any copyright rights, trade mark rights, design rights, patent rights, or any proprietary rights similar to any of the aforesaid rights

'Loss' means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature of kind, including all legal and other professional costs on a full indemnity basis

'Notice' means a written notice, consent, approval, direction, order or other communication

'Personal Information' has the same meaning as that given to this term in the *Privacy Act 1988* (Cth)

'Pricing Package' means the fees, charges and costs published on our website (www.shoppeonline.com.au) and those outlined in these Terms and Conditions.

'Website' or **'Site'** means our website www.shoppeonline.com.au

3. Legal Agreement

The Shoppeonline Terms and Conditions constitute a binding and enforceable legal contract between Lets Rethink Pty Ltd and you in relation to the use of any Shoppeonline Services - so please read them carefully.

Our Shoppeonline.com.au Terms and Conditions, together with any additional terms which specifically apply to some of our services and features as presented on the Shoppeonline.com.au website. These set forth the entire Terms and Conditions applicable to each visitor or user of the Shoppeonline Website, and/or any of the services, applications and features offered by us with respect thereto, except where we explicitly state otherwise.

The terms contained herein, constitute the sole agreement between Lets Rethink Pty Ltd and the User based on the purchased monthly subscription offered by Lets Rethink.

You acknowledge that there is no transfer of title or ownership to you of the website, material and the documentation of any modifications, updates or new releases of the website, content, material and the documentation.

You must not copy, alter, modify or reproduce the website except to the extent otherwise authorized by these Terms and Conditions or as expressly authorized under Part III Division 4A of the Copyright Act 1968 (Cth).

You must not copy or reproduce the Website or Service or the Documentation by any means or in any form without our prior written consent.

You must not reverse engineer, reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Website, Service and/or Material associated with your selected pricing package

By using our Services, you acknowledge that you have read our Privacy Policy available at <http://www.shoppeonline.com.au/privacy> ("Privacy Policy"), and have read and agreed to comply with the Terms of use as set out in the Terms and Conditions document contained herein.

4. User Account

In order to access and use certain sections and features of the Shoppeonline Services, you must first register and create an account with Shoppeonline ("User Account").

It is strongly recommended that you keep the login credentials of your User Account confidential and limit access only to people you trust, as you will be solely and fully responsible for all activities that occur under your User Account, whether or not specifically authorised by you, for any damages, expenses or losses that may result from such activities, whether lawful or otherwise.

You must provide accurate and complete information when registering your User Account and using the Shoppeonline Services. We strongly encourage you to provide your own (or your company's) contact and billing details, including your valid e-mail address, as we may use it to identify and determine the actual and true owner of the User Account and/or User Content (as defined below) submitted to us.

In case of a dispute of User Account ownership, we reserve the right to determine ownership of the User Account based on our reasonable judgment, whether or not an independent investigation has been conducted by us. If we are not able to make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, reach a resolution, without liability to you or to any other party. We may request documentation (e.g. government-issued ID, a business license) that may assist us in determining ownership.

5. Features

All features and additional services ('Add ons') are set out on the Shoppeonline Pricing Package page (<https://shoppeonline.com.au/pricing-package/>).

After registering with our service, we will contact you via email to provide you with a link to the allocated dropbox in which you will upload your company logo and website content you wish to have included in the website build.

If you don't have a company logo we can arrange for a logo to be created as an 'add on'. This can be discussed with our staff who will be able to help with concepts and design at an additional cost as agreed prior to commencement of work.

We will have the website completed (includes 50 products for all e-commerce websites and 5 pages) ready for review prior to launching on our shoppeonline.com.au directory within 14 days.

6. Pricing Packages

The Standard, Business and Business Premium packages are offered on a casual month to month subscription. The Add-ons are offered with a one upfront fee in addition to the casual month to month subscription.

Lets Rethink Pty Ltd will charge you for each month in advance for your selected website subscription.

Standard – this package is \$70 per month and includes Hosting, Domain Name free for 12 months, up to 5 email accounts, SSL, SEO and Google within 5 km of your physical store/office location, Website and monthly maintenance, Logo and Content provided by you

Business – this package is \$100 per month and includes Hosting, Domain Name free for 12 months, up to 5 email accounts, SSL, E-commerce Website (consisting of 5 pages and 50 products), and monthly maintenance, Logo and Content provided by you.

Business Premium – this package is \$100 per month and includes Hosting, Domain Name free for 12 months, up to 5 email accounts, SSL, SEO + Google within 5kms of your physical shop or office location, E-commerce Website (consisting of 5 pages and 50 products) and monthly maintenance, Logo and Content provided by you.

Maintenance does not include changes to and redesigning the website and excludes adding additional pages.

Additional pages above the 5 provided in the various pricing packages will be charged at the cost of \$50 per **one** page as a once off fee. **Two** additional pages will be charged to you at \$70 as a once off fee and **three** additional pages will cost \$90 as a once off fee.

6.1 Payment Gateway

It is the responsibility of the User to select and provide the payment gateway information required for integration into the website. The User will need to provide the payment gateway provider name and API key. Lets Rethink Pty Ltd is to integrate this function into the website. Should the User want to set up the payment gateway, they will have sufficient access to the dashboard and backend of the website to accomplish this. It is recommended that the User contact their bank or service provider to establish the appropriate account if they don't already have one. This process may take in excess of 1 week.

7. Add ons

At Shoppeonline you are able to purchase additional add-ons:

Add-on packages that are available are

7.1 Online Digital Marketing

This add-on provides customized social media marketing services to suit your needs. The social media management package includes creating content, publishing to pre-determined social media channels (particularly Facebook, Instagram, Twitter, but can also include LinkedIn, Pinterest, YouTube and more.

7.2 Video Packages

Videos provide website visitors with an easy, fast and interactive way of receiving information about your business, services and products. If you wish to include video content, contact our staff for further information. Our team can provide appropriate video content packages at a once off additional cost.

8. Service and Payments

As the User Account holder, you acknowledge and agree that the hosting services for your website and online content as well as your email account hosting will be that provided by Shoppeonline.

8.1. Payment

Lets Rethink Pty Ltd will charge you a monthly fee for the selected subscription plan. You will be given the opportunity to pay by credit card or Paypal at the time of registering for your User Account. You agree to allow Lets Rethink to withdraw monthly subscription fees as agreed at the time of the registration of your user account or otherwise upgraded. You are responsible for ensuring that you have sufficient funds available to make the monthly payments on the dates specified at the time of your registration.

Except as otherwise provided in these Terms and Conditions, all monetary amounts referred to in these Terms are in AUD (Australian Dollars).

You can cancel your account at any time subject to requirement stated in section 13, but will remain liable for all charges accrued up to that time, including full monthly charges for the month for which you discontinued service. We reserve the right to change our fees at any time for any reason, but whenever possible we will give you at least one month's advance notice of such change.

8.2. Domain Names

Lets Rethink Pty Ltd will purchase and provide free of charge the domain name for users for the first 12 months. At the end of this period, payment and renewal of these domain names is the responsibility of the user. The loss, cancellation or otherwise of the domain due to late payment or cessation of payment is not the responsibility of Lets Rethink Pty Ltd. It is recommended that the User keep a record of the due dates for payment to ensure that payment is submitted in an appropriate and timely manner.

8.3. Web Browsers & Devices

Lets Rethink endeavours to ensure websites are designed and developed to be viewed by most visitors and to work with the most popular current browsers. Lets Rethink cannot guarantee correct functionality with all browser software across different operating systems, display sizes

and device types. Lets Rethink accepts no responsibility for web pages that do not display acceptably on new software or hardware released after the launch of the website. We reserve the right to quote for any additional work required in changing the website design or website code for it to work with updated browser and or new devices.

8.4. Email Hosting Service

As part of the pricing packages, you will be provided with up to five (5) email accounts. We will ask at the commencement of your website project for details regarding the names you wish to have for each of your emails. We will be hosting your emails and will do our utmost to ensure that your email data is as secure as possible. However, we will not be responsible for any data loss or for the general security and availability of your email service and email data. Lets Rethink will work with the email hosting provider to restore your service should this be required.

8.5. Plugins

Websites running on WordPress Content Management System rely on Plugins to enable customisation requirements as needed by Users. Lets Rethink select Plugins based on availability at the time of the website development. Plugins are controlled, developed and maintained by Third Parties, who are outside Lets Rethink's control. Some Plugins therefore may become outdated/unsupported and will from time to time need to be replaced in order for the user website to remain current, functional and secure. Lets Rethink excludes itself, its employees and/or agents from all and any liability from losses that may result due to this occurrence. Furthermore, the user bears all responsibility in covering costs involved to replace the failing Plugin(s) and restoration of the website. Lets Rethink commits to working closely with the user to replace the failing Plugin(s) and restore the user's website in the most efficient and timely manner possible. Additionally, Lets Rethink will not be responsible for any losses incurred due to the installation of Plugin(s) by the user without seeking our written advice and consent.

We will not be liable to you for any costs arising from the effect any update may have on any code which is not provided by us and for any modifications to any such code to restore functionality.

8.6. API Integrations

Websites integrated with third party API's greatly depend on the continued system functionality of the third-party provider. These third parties out of Lets Rethink's control develop and maintain their systems and general functionality. Occasionally, some of the functionality made possible through the use of these systems might become unresponsive or may cease to work altogether due to changes made by the third party and therefore further work may be required by Lets

Rethink in order for the User's website to remain current and functioning. Lets Rethink excludes itself, its employees and/or agents from all and any liability from losses that may result due to this.

9. Support

Request for support must be made via Email (admin@shoppeonline.com.au) Lets Rethink will handle all requests as soon as possible, based on its workload, prior commitments and priority of request. For requests outside the agreed Terms and Conditions of Use, Lets Rethink will provide assistance at an additional per hourly rate charge. The hourly rate for this is \$120.

Except to the extent specified to the contrary in these Terms and Conditions we are not obliged to support the service and website, whether by providing modifications, updates, new releases or enhancements of the website or otherwise.

10. No Refund Policy

The User will not receive a refund if they decide to not proceed with the website once they have registered, created a user account and have paid the first month subscription. Lets Rethink commences work on the website immediately the user account has been registered. Lets Rethink will not be responsible for User's untimely provision of images and web content. Lets Rethink will provide written notice to the User, if at their sole discretion, they believe the User is not committed to meeting agreed timelines.

11. Copyright and Content Liability

All material and Services available on the Site, and all material and Services we provide by or through Shoppeonline.com.au, our employees, agents, licensors or other commercial partners including, but not limited to the domain, software, all informational text, software documentation, design of and "look and feel," layout, photographs, graphics, audio, video, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the "Materials"), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret and other Intellectual Property Rights.

This section includes content the User has provided to Lets Rethink for the creation of their website. The User is further responsible for granting Lets Rethink permission and rights for use of the same and agrees to indemnify and hold Lets Rethink harmless from any and all claims resulting from the User's negligence or inability to obtain proper copyright permissions.

You must not post any Content on or through your website, or through any other component of the Shoppeonline Services:

- (a) unless you hold all necessary rights, licences and consents to do so;
- (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation; or
- (c) that would bring our name and/or the Service into disrepute

You will be personally and solely responsible and liable for all Content which you post on or through your website, or through any other component of the Shoppeonline Services, and with regard to your interactions with other persons

You must not post Content on or through your website, or through any other component of the Shoppeonline Services, that:

- (a) promotes racism, hatred, bigotry, blasphemy, discrimination, encourages violence against any person or groups or any illegal or unlawful activities;
- (b) is abusive, offensive, obscene, vulgar, harmful, threatening, harassing, sexually explicit, defamatory, fraudulent or otherwise unlawful or objectionable;
- (c) is inaccurate, misleading or false and if any Content which you post subsequently becomes inaccurate, misleading or false, you must promptly notify us and make all necessary corrections;
- (d) infringes or violates another person's legal and moral rights including but not limited to Intellectual Property Rights and rights of privacy and publicity;
- (e) you do not have a right to post including but not limited to Content which you are prohibited by law or under contractual or fiduciary relationships (such as insider information and proprietary and confidential information) from posting or which infringes the trade secret or proprietary rights of any person;
- (f) contains viruses, Trojan horses, worms, time bombs, computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or other harmful or disruptive mechanisms or devices which may cause financial or other Loss to us and others;
- (g) constitutes phishing, trolling, junk mail or which breaches any legislation relating to spam emails or which amounts to similar unlawful conduct; and (h) is otherwise unlawful

Furthermore, you must specifically not use the Shoppeonline service in any way:

- (a) for any illegal or fraudulent activities including activities which may breach any legislation relating to intellectual property matters, discrimination, criminal activities, defamation or otherwise;
- (b) which is likely to interfere with or disrupt our or other internet users' or their service providers' activities and their respective computers or other hardware or software including but not limited to sending, distributing, publishing, reproducing and spreading computer worms, Trojans, viruses, unsolicited mass emails, promotions, advertisements, announcements or other material constituting spam and any other matters which are similar to any of the aforesaid things;
- (c) to send obscene, indecent, harassing, offensive or threatening emails; and
- (d) to access another person's computer or network without written authorisation.
- (e) Subject to clause nn, you agree to assume and accept all risk when using shoppeonline service.
- (f) We will notify you and you consent to, prior to removing any Content which we in our absolute discretion believe may be unlawful or not permitted under these Terms of Service or which any third-party requests us to remove on what we believe, in our absolute discretion, to be reasonable grounds.

12. Liability

Lets Rethink excludes itself, its Employees and / or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy or omission;
- Loss or damage caused by the hosting provider;
- Loss or damage caused by Cyber-attack;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to the Users' text / artwork / photos / videos / data, supplied for the site;
- Loss or damage caused / claimed due to server down time, server failure, network issues or outage.

The entire liability of Lets Rethink to the User arising out of reasons other than the ones listed above and Section 2 listed under "Force Majeure", shall be limited to the charges paid for the Services under the provided Agreement in respect of which the breach has arisen.

13. Cancellation Policy

If for any reason you wish to terminate your subscription plan, you must do so in writing providing at least one month's notice. Lets Rethink will deactivate your website and will cease automatic debiting of your account for the service cancelled. The agreement will be deemed to be terminated on the date agreed without any further claim from either side.

You may cancel your Add-ons at any time. You will be required to pay all remaining charges for the billed month. This may include the full month charge for the month in which you cancel.

Cancelling Add-ons will remove the additional features purchased, but your subscription plan will continue until you cancel them.

Failure to comply with any of the Lets Rethink Terms and conditions and/or to pay any due subscription fees shall entitle Lets Rethink to suspend (until full payment is received) or cancel your User Account, Website, and any third party services to you, including Email accounts and hosting, domain name.