

1. Terms & Conditions

- 1.1. This website and associated electronic communications are products of Blue Mountains Web Pty Ltd trading as Stralia Web (ABN 26 063 399 851). Stralia Web and its partners and affiliates provides the content on this website subject to the following terms and conditions of use.

2. Acceptance of Terms

- 2.1. Access to this website by both advertisers and visitors is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page. These terms and conditions may also be supplemented by Stralia Web's partners, affiliates own terms and conditions. Your use and access of this website constitutes your agreement to these Terms and Conditions. If you do not agree with any of the terms or conditions appearing on this page, please leave the website immediately or discontinue using this website for your business and/or organisation.

3. Advertisers Website Content

- 3.1. Stralia Web does not warrant the accuracy of any content in relation to advertisers, businesses or organisations represented on this site.
- 3.2. The advertiser is responsible for checking the accuracy of all information in relation to their representation on this site.
- 3.3. Stralia Web accepts advertising in good faith.
- 3.4. Individuals, businesses and organisations participating on this website agree to comply with the Trade Practices Act 1974 and the Fair Trading Act.
- 3.5. As a condition of use of this site, you warrant to Stralia Web that you will not use the site:
 - 3.5.1. For any purpose that is unlawful or prohibited by these terms, conditions and notices
 - 3.5.2. In any manner which could damage, disable, overburden or impair this website

4. Advertising Product Terms and Conditions

- 4.1. All advertisers will be listed as per their registered company or trading name. Company, business and registered trading names will be verified by Stralia Web. In the interest of Fair Trading, if a registered name can not be verified, then the business and/or organisation can still be listed on the website under the individual's personal name only, without any additional words.
- 4.2. As an advertiser with direct access to manage your content online, you agree not to use HTML code when entering content via Stralia Web's supplied content management services provided unless approved by Stralia Web in writing.
- 4.3. Advertisers are not permitted to include hyperlinks or display website addresses within descriptive text. Hyperlinks to external websites may only be included in the appropriate fields within the provided content management service for Standard and Enhanced Listings.
- 4.4. Business names which are in themselves website addresses will not be eligible to receive exposure on the website unless approved by Stralia Web as a paid advertiser and the business does not represent a conflict of interest.
- 4.5. Stralia Web reserves the right to refuse any advertiser on the website which may represent a conflict of interest with the purpose and commercial viability of the website. Such advertisers may include websites which are in themselves directories of products and services. (e.g. Accommodation directories, Dining directories, Real Estate directories).

- 4.6. It is the responsibility of the advertiser to ensure copyright and advise Stralia Web immediately if any content, information and/or images provided to and used by Stralia Web in the presentation of your business is in breach of copyright.
- 4.7. By advertising your business or organisation on this site, you agree that Stralia Web will not be held liable for any inaccuracies, loss or damages to your business or organisation. Stralia Web will also not be liable for any unexpected computer downtime.
- 4.8. All listings will appear in random order within the appropriate advertising level within appropriate listing categories.
- 4.9. Listings will be displayed in the following display order: 1- Enhanced Listings; 2- Standard Listings; 3-Basic Listings

5. Payment Terms and Conditions

- 5.1. All references to dollars on this site refer to Australian dollars (AUD) unless otherwise stated.
- 5.2. All pricing presented on this site is inclusive of GST unless otherwise stated.
- 5.3. Payments for services are in advance.
- 5.4. Stralia Web will issue invoices for annual renewals prior to the conclusion of your (the advertiser's) service.
- 5.5. Invoice payment terms are strictly 14 days.
- 5.6. It is agreed by the advertiser that any overdue account will result in suspension of your advertising service until such time as payment is received and will attract an administration fee for reinstatement of your service.

5.7. Recurring Transaction Payments

- 5.7.1. By selecting automatic credit card payments you authorise Stralia Web to debit your credit card for the selected services on a monthly/annual basis as per the selected service.
- 5.7.2. Stralia Web will process recurring transactions within the first 14 days of the calendar month.
- 5.7.3. You agree to have funds available upon the debit date and understand that an administration fee is payable for any declined payment.
- 5.7.4. You agree this arrangement for automatic recurring transactions remains in force until such time Stralia Web receives written notification to cancel your service within 14 days prior to the end of a calendar month.
- 5.7.5. Stralia Web will attempt to re-process any unsuccessful payments as instructed by the advertiser.
- 5.7.6. Stralia Web agrees to keep confidential all customer(s) records and account details unless authorised to release such information pursuant to a debit item dispute or similar event where the advertiser/customer(s) has provided prior consent to do so.

6. Copyright

- 6.1. The material on this website is protected by copyright.
- 6.2. All content on this website including text, graphics, logos, icons, and advertisements, including the selection and arrangement thereof is copyright to Stralia Web unless otherwise stated.
- 6.3. You may view, download and print material for your personal, non-commercial use. If you find material on this website that should not be available due to copyright restrictions please contact us immediately at customerservice@straliaweb.com.au.
- 6.4. This site also contains material that may be copyright by Stralia Web's commercial partners, advertisers, other people and/or organisations.

- 6.5. By placing material on this site, you give Stralia Web a licence to use that material and agree that you will not make any claim against Stralia Web for breach of copyright.

7. General Website Content

- 7.1. Stralia Web does not warrant that the information contained in or accessible through this site is accurate. Stralia Web does not warrant the accuracy of any opinion, statement, representation or other information displayed or accessible through the site. Stralia Web makes no representations or warranties in respect of the information and materials available on this site.
- 7.2. Stralia Web makes no warranty or representation with regard to any websites operated by entities other than Stralia Web which are or may become linked from or linked to this site.

8. Stralia Web Disclaimer

- 8.1. Stralia Web makes no representation about the suitability, reliability, availability, timeliness or accuracy of the information, software, products, services and related graphics contained on this website for any purpose.
- 8.2. To the maximum extent permitted by applicable law, in no event shall Stralia Web be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever arising out of or in any way connected with the use or performance of the this site.

9. Advertiser Privacy

- 9.1. Stralia Web respects your privacy and confidentiality.
- 9.2. Stralia Web will not provide personal information to third parties for sales, marketing or promotional use.
- 9.3. Any information posted on the site by you is posted to facilitate the purpose of the site, being the advertisement of your business or organisation.

10. Governing Law and Entire Agreement

These terms and conditions are to be governed by the laws of the State of New South Wales, Australia.