

This is an agreement:

Between: **Match Made Wedding Directory (ABN 89 623 293 103)** of
4 Highgate Place, Cherrybrook NSW 2126 ("**Match Made Wedding
Directory**")

And: **You ("the Advertiser")**

RECITALS

- A. Match Made Wedding Directory owns and operates the Website.
- B. The Advertiser is a client of the Website and wishes to purchase advertising space on the Website.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context indicates the contrary:

"Advert" means the advertisement submitted by or on behalf of the Advertiser to Match Made Wedding Directory in an Advertising Request.

'Advertising Content' means the content of the Advert, including but not limited to all text, graphics, icons, photographs and URLs.

'Advertising Request' means the content of the template completed by the Advertiser on the Website to submit the Advert to Match Made Wedding Directory.

'Fees' means the advertising fees detailed in the Schedule.

'GST' has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or any other similar tax.

'Intellectual Property Rights' means all intellectual property rights, including all copyright, patents, trade marks, design rights, moral rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

‘Minimum Advertising Intervals’ means 5 second intervals on general access Website pages as designated by Match Made Wedding Directory and on the resultant Website pages where a search is undertaken using criteria matching that of the Advertiser.

‘Term’ means the length of time for which Match Made Wedding Directory agrees to publish the Advert on the Website as determined in accordance with the Fees paid.

‘Website’ means www.matchmadeweddingdirectory.com.au and any page contained within that domain name.

Unless the context requires otherwise:

- (a) a reference to a person includes a corporation or any other legal entity;
- (b) the singular includes the plural and vice versa;
- (c) headings are for convenience and do not form part of this Agreement or otherwise affect the interpretation of this Agreement;
- (d) the term "includes" (or any similar term) means "includes without limitation";
- (e) a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it;
- (f) business day means a day that is not a Saturday, Sunday or public holiday in New South Wales; and
- (g) all references to dollars or "\$" refer to the currency of Australia.

2. ADVERTISING REQUESTS

2.1. The Advertiser must complete and submit the Advertising Request in order to submit a request for advertising space on the Website.

2.2. All information on the Advertising Request must be complete and accurate and must comply with all laws, regulations and relevant industry codes, including but not limited to all codes administered by the Advertising Standards Bureau of Australia from time to time.

- 2.3. Advertising Requests must not request publication or linking to content which is illegal or may bring Match Made Wedding Directory or the Website into disrepute in any way.
- 2.4. Match Made Wedding Directory may reject or cancel any Advertising Request at any time at its sole discretion.
- 2.5. By submitting the Advertising Request, the Advertiser authorises Match Made Wedding Directory to publish the Advertising Content on the Website.

3. POSITIONING AND CONTENT

- 3.1. The Advertiser agrees that it is solely responsible and liable for the Advertising Content and any party's loss suffered directly or indirectly as a result of the Advertising Content.
- 3.2. Notwithstanding clause 3.1, the Advertiser acknowledges and agrees that Match Made Wedding Directory retains complete editorial control over the Website.
- 3.3. Match Made Wedding Directory may at its sole discretion:
 - (a) refuse to include any Advertising Content at any time;
 - (b) remove any Advert or Advertising Content at any time;
 - (c) position the Advert as it sees fit on any page of the Website;
 - (d) label any Advert as an "advertisement" for clarification and stipulate any other conditions to ensure that it is clear that the Advertising Content is an advertisement; and
 - (e) elect the number of times and length of time the Advert appears on the Website during the Term provided that the Minimum Advertising Intervals are met.

4. PAYMENT

- 4.1. The Advertiser must pay the Fees to Match Made Wedding Directory in advance of the Term as directed using direct deposit or such other merchant facility registered on the Website, as directed by us.
- 4.2. All amounts payable under this Agreement are expressed exclusive of GST.

- 4.3. Following receipt of the Fees in accordance with clause 4.1, Match Made Wedding Directory will use its best endeavours to publish the Advert on the Website within 3 business days.

5. WARRANTIES

- 5.1. The Advertiser represents and warrants that:
- (a) it is fully authorised to publish, and to authorise Match Made Wedding Directory to publish, all Advertising Content;
 - (b) the Advertising Content and the publication of the Advertising Content on the Website does not and will not, at any time, infringe any Intellectual Property Rights, any right of confidence or other right of any person;
 - (c) all Advertising Content complies with all applicable laws, regulations, relevant industry codes including but not limited to all codes administered by the Advertising Standards Bureau of Australia from time to time;
 - (d) all advertised products and services will match the advertised description and be available in the manner, at the price and for the time period advertised; and
 - (e) each website located at any URL shown or embedded in any Advertising Content is controlled and operated by or on behalf of the Advertiser, is functional and accessible and at all times operates in compliance with all applicable laws, regulations and relevant industry codes.

6. LIABILITY

- 6.1. To the full extent permitted by law, Match Made Wedding Directory excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 6.2. To the full extent permitted by law, Match Made Wedding Directory excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.

- 6.3. Match Made Wedding Directory total aggregate liability for all claims of any nature relating to this Agreement is limited to the Fees payable under this Agreement.

7. INDEMNITY

- 7.1. The Advertiser indemnifies and holds Match Made Wedding Directory its agents, affiliates, subsidiaries, directors, officers, employees, consultants and contractors (collectively "Indemnified Persons") harmless from and against any and all costs, claims, losses, damages, liability and expenses (including all reasonable legal fees) which may be made or brought against or suffered or incurred, directly or indirectly by the Indemnified Persons in connection with:

- (a) any breach of this Agreement by the Advertiser;
- (b) any act of fraud or wilful misconduct by or on behalf of the Advertiser; or
- (c) the publication of, or any act or omission in relation to the Advertising Content or any website represented by a URL included or embedded in the Advertising Content.

8. TERMINATION

- 8.1. Subject to clause 8.2 hereof, this Agreement will terminate on the expiry of the Term unless the Advertiser pays additional Fees to extend publication of the Advert for a further Term.

- 8.2. Notwithstanding clause 8.1, a party may immediately terminate this Agreement by written notice to the other if any of the following events has occurred in respect of the other party:

- (a) a material breach of this Agreement; or
- (b) an insolvency event, other than an internal reconstruction with notice to the other party.

9. CONSEQUENCES OF TERMINATION

- 9.1. If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- (a) the parties are immediately released from their obligations under this Agreement except those obligations in clauses 6 and 7 and any other obligations that, by their nature, survive termination;
- (b) each party retains the rights and claims it has against the other; and
- (c) the Advertiser must immediately pay all outstanding Fees.

10. GENERAL

- 10.1. The Advertiser must not assign or otherwise deal in any other way with any of its rights under this Agreement without the prior written consent of Rainbow Weddings Online.
- 10.2. Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.
- 10.3. If a provision of this Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 10.4. A provision of or a right under this Agreement may not be waived or varied except in writing signed by the person to be bound.
- 10.5. This Agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales, Australia.