TERMS & CONDITIONS | MY DREAM SITE

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1. Overview

The 'Client' herein is any person, company or business name that engages the services of My Dream Site by written communication or by verbal agreement.

My Dream Site (mydreamsite.com.au) is defined as the supplier of Web design, software developer, graphic producer, computer code writer or any other relevant work to be performed on projects; and will hereinafter be referred to as 'MDS', 'us', 'we' or 'Provider'.

A 'Project' hereinafter is the assignment and or the agreed work to be performed for the Client in the development of software, website creation, graphic design, software development, online marketing or any other agreement written or otherwise set out between the Client and MDS.

A 'Consultant(s)' is deemed to be working for MDS under the control, direction and supervision of MDS, its managers and its employees and is a representative of MDS.

A 'Visitor' is any persons viewing or otherwise accessing the Website.

For all relevant purposes of this agreement, MDS will assign its project to its employee who will be termed as a 'Consultant(s)' for the supply and design of an agreed 'Project' between the Client and MDS.

A 'License' is defined as permission to use the completed 'Project' created by MDS for its Client by MDS and its Consultant(s).

The privacy policy, notices, disclaimers and terms and conditions set in this document, in project agreements, on the MDS website or displayed elsewhere affiliated with MDS apply to the Client and MDS and their Consultants.

By paying the deposit invoice for the agreed upon Project, the Client hereby acknowledges and agrees to these Terms and Conditions set out in this document.

The Client should read the Terms and Conditions as they will clearly outline the provisions and access to the Client's Project provided to the Client by MDS.

The Terms and Conditions found at "http://www.mydreamsite.com.au/terms/" represent the most current version of the Terms and Conditions. It is the Client's responsibility to check regularly to determine whether a new version of this document has been uploaded. If the Client does not agree to any revisions pursuant to the upload of a new version of the Terms & Conditions, then they must stop using the Project immediately. The Client's continued use of the Project after such modifications or amendments shall constitute an acceptance of their agreement to be bound by the Terms & Conditions, as amended.

MDS will not be held accountable for any loss in business sales, profits or interest if the Project is delayed, offline, crashed or cancelled.

The Terms & Conditions in this document and any obligations arising out of or in relation to the Terms & Conditions shall be governed by and construed in accordance with the laws of Victoria, Australia.

The Client understands, agrees and acknowledges that the courts of Victoria, Australia are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims and disputes relating to any non-contractual obligations) which may arise out of or in connection with the Terms & Conditions in this document and for such purposes irrevocably submit to the jurisdiction of the aforesaid courts.

The Terms & Conditions constitute the entire agreement between the Client and MDS and govern the Client's access and use of, or purchase through or in connection with, the Project, superseding any prior agreements between the Client and MDS.

The failure of MDS to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision.

If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&C remain in full force and effect.

2. Eligibility

In consideration of your becoming a Client, you represent and warrant that:

- You are at least 18 years of age;

- You have the capacity to form a binding contract;

- You are not a person barred from accessing or using the Project under the governing laws of the Terms & Conditions; and

- Your access or use of the Project does not violate any applicable law or regulation.

3. Project

3.1. The Project is owned and operated by My Dream Site (ABN 69 765 637 887) until final payment has been made. Once final payment has been made, you will then be granted access to your website and/or purchased services. For as long as moneys are owed on any account whatsoever by the Client, MDS will have the absolute right to terminate software either by remote access or in any manner it wishes, at the discretion of MDS.

3.2. When a quoted time frame for the Project has been provided by MDS to the Client, this is only for the development time and does not include the design time. If changes or alterations to the development are requested, this will extend the quoted time

3.3. My Dream Site are partnered with local and offshore companies from which MDS may engage particular services. Some Projects may be outsourced for development but will be continually monitored by MDS and will remain under the ownership and management of MDS.

3.4. MDS aims to custom design the Project to the Client's requirements and may use a pre-developed theme to construct the layout and structure of the Project.

3.5. MDS are a hosting reseller and use their own servers as well as several third-party hosting providers including Host Gator, Digital Pacific, Servers Australia amongst others. MDS are not held accountable for any hosting issues or downtimes caused by the third party hosting providers. MDS attempts to use the most reliable hosting providers to its knowledge.

3.6. MDS owns the rights to any domain names registered for use with a Client's Project if the domain name is registered with the MDS registrant account (such as the MDS Crazy Domains account). The domain name's registrant name will appear as either "Haysam Sleiman" or "My Dream Site". If the Client would like to acquire ownership of the domain name, the Client must clearly mention this to MDS in writing or verbally before payment of the Project's deposit invoice. If the Client requests ownership of the registered domain name subsequent to the payment of the Project's deposit invoice, the Client must provide MDS an ABN and a $150 transfer fee will be payable by the Client. The registered domain name will only be transferred to the Client after the Project's completion and only once all moneys owed to MDS by the Client are paid in full including any outstand payments on the Project and the transfer fee.

4. Project Alterations/Changes

MDS will endeavor to ascertain a 'scoping agreement' on the Project with the Client. Any changes whatsoever made after the agreement must be made in writing.

The Client authorises MDS to access the Project's hosting account and make any or related enquiries on their behalf to develop the Project.

MDS allow an unlimited number of alterations/changes to the Project's designs before commencement of development.

Once a design has been approved by the Client, MDS will proceed to developing the "demo" version of the Project. The "demo" will represent an incomplete version of the Project that the Client will be able to test in the preliminary stages before addition of any final content.

During the "Demo" phase of the Project, the Client will be allowed 3 lists of alterations/changes to the Project at no additional cost. The alterations requested must be deemed by MDS to be within the scoping agreement of the Project. After the 3 lists of alterations have been requested and completed by MDS, further changes requested will be at an additional cost and charged on a per hour basis.

Any alterations, variation and or amendments to the software created by this Project are not permitted to be undertaken without the written approval of MDS.

MDS reserves the right to make any alterations, amendments whatsoever in connection to the development and creation of any software and web site design as is necessary for the Project.

5. Project Deliverables and Content

If MDS requests the Client to provide Project content, images, documents, and any other type of deliverables required for the completion of the Project - either verbally or in writing, then it is the responsibility of the Client to ensure that MDS has been provided with all of the required information needed by the agreed date between MDS and the Client.

If the Client fails to deliver the content deliverables by the agreed date between MDS and the Client, then the Client shall pay a late fee of $100.00 for every 7 days after the content deliverables fall due.

The Client may request that MDS, on the Client's behalf, hire the services of a third party content writer, content developer or website developer for the purposes of developing content to be used on the Project. If MDS hires a third party content developer on behalf of the Client, an administration fee is payable to MDS by the Client and will be added to the Project's final invoice sent to the Client. MDS may choose the content writer at its own discretion and without the Client's approval. MDS may also change the content writer being used for the project without notice to the Client and at the discretion of MDS.

MDS will attempt to assist in the clarification and resolution of any issues between the Client and the third party content developer caused as a result of the content provided by the content developer for the Project, but under no circumstances will MDS be liable in any way for any issues pertaining to the content delivered by the third party content developer. Additionally, MDS will not be held responsible for the Client's dissatisfaction with any services provided for the Project by the third party content developer.

The content delivered by the third party content developer are subject to the content developer's own terms and conditions.

The Project may provide the following information, content, resources and other material (collectively, "Project Content"):

- Various information on the Client, the Client's products and services, contact details and management team;

- Tools for online domain name search and registration;

- Various submission or request forms for enabling Visitors to pursue their enquiries with the Client;

- Articles on general topics of interest, including articles of the Client's provided services; and

- FAQ section;

The Website Content may further include other Client communications such as service announcements and administrative messages communicated to Registered Visitors and are considered part of the terms of registration of the Project and service respectively.

Unless explicitly stated otherwise, any new Project Content, features or applications offered or made available from time to time by the Client through or in connection with the Project shall be subject to the Project's terms and conditions.

In viewing the Project Content displayed, the Client expressly acknowledges and agrees that:

- Any Project Content, information and materials compiled or provided by MDS or its partners for the Project are provided for guidance or as reference tools only;

- NO advice relating to the subject matter of such Project Content is understood to be given to the Client by MDS unless otherwise stated;

- Under no circumstances will MDS be liable in any way for any Project Content, including, but not limited to, for any errors or omissions in any Project Content, any loss or damage of any kind incurred as a result of the use of any Project Content posted, emailed, transmitted or otherwise made available through or in connection with the Project. The Client is not entitled to rely and/or act upon such Project Content and/or use it as a basis for any cause of action in law or otherwise;

- No advice or information, whether oral or written, obtained by the Client from MDS or from the Project shall create any warranty not expressly stated in the Terms & Conditions.

User Content shall also include any personal or business information provided, revised or updated by a Client through or in connection with the Client's Project.

The Client expressly acknowledges and agrees that:

- They are solely and entirely responsible for the Project Content unless otherwise stated;

- All Registration Data or Client Data which is submitted by the Client to MDS through or in connection with the Project is true, accurate and current, and is complete in all respects;

- The Client shall update any changes to their Registration Data or Client Data as soon as practicable; and

- The Client shall not upload, post, email, transmit or otherwise make available through or in connection with the Project or their Account (if applicable) any Content that:

    o Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, pornographic, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

    o The Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

    o Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    o Comprises unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;

    o Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

    o Purports to impersonate any other person or entity, including, but not limited to, any other User, the MDS's official, employee, consultant, guide, host or any other representative, or falsely state or otherwise misrepresent the Client's affiliation with any person or entity.

The Client also expressly acknowledges and agrees that MDS:

- Shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is made available by the Client through or in connection with the Project or the Client's Account (if applicable); and

- May access, preserve, and disclose all Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

    o Comply with legal process;

    o Enforce the terms and conditions;

    o Respond to the Client's requests for customer service; and

    o Protect the rights, property, or personal safety of the Project, other Users and/or the public.

The Client understands that the technical processing and transmission of all Content submitted or posted by the Client may involve:

- Transmissions over various networks; and

- Changes to conform and adapt to technical requirements of connecting networks or devices.

MDS does not claim ownership of any Content the Client submits or uploads through or in connection with the Project. However, with respect to such Content, the Client hereby agrees that they shall grant MDS the following world wide,sub-licensable, perpetual, transferable, royalty free and non-exclusive license ("License") to use, distribute, reproduce ,modify, adapt, publicly display the said Content on the Project (excluding any personal information given by the Client as part of the Client Registration Data or Client Data), in whole or in part, and to incorporate the data or material into any proprietary works of MDS in any format or medium now known or later developed for any purposes, including for the purposes of:

- Providing and promoting specific Project initiatives;

- Compiling statistical references for improvement of the Project or for use with any other initiatives, including initiatives by MDS, any affiliates or any third parties; and

- Any other commercial or non-commercial ventures of MDS or such affiliates or third parties.

6. Project Access and Use

In accessing and using the Project or any Project Content thereof, the Client expressly acknowledges and agrees that:

- The Project is offered, supplied and provided on an "as-is" and "as available" basis, and MDS assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any User communications or personalised settings;

- The Client understands that the Project may include software embodied therein now or in the future ("Software") as well as security components that permit digital materials to be protected, and that the Client's access and use of the Project are subject to Software usage rules set by MDS and/or owners of proprietary Software. MDS makes no warranty that any errors in the Software will be corrected;

- The Client is responsible for obtaining access to the Project and that access may involve third party fees (such as Internet service provider or airtime charges). The Client is responsible for those fees and in addition, the Client must provide and is responsible for all equipment necessary to access the Project;

- The Client may not:

    o Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or data transmitted through the Project;

    o Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;

    o Interfere with or disrupt the Project or servers or networks connected to the Project or disobey any requirements, procedures, policies or regulations of networks connected thereof;

    o Take any action that places an unusually large load on the infrastructure of the Project, or bandwidth connecting to the Project, or take any action that includes the use of any data accumulation, tool, robot or spider to compile, disseminate, extract, process, monitor or copy any web pages;

    o Intentionally or unintentionally violate any applicable local, state, national or international law; and

    o Attempt to override or circumvent any of the usage rules embedded into the Software or those provided herein.

- Any material downloaded or otherwise obtained through the Project is done at the Client's own discretion and risk. The Client will solely be responsible for any damage to their computer system or loss of data that results from the download of the same.

The Client expressly acknowledges and agrees that:

- MDS may establish general practices and limits concerning use of the Project, including without limitation the maximum number of days and months that any data submitted by the Client will be retained by the Project, the maximum amount of information that may be submitted by the Client and the maximum number of times and the maximum duration for which the Client may access any Project Content on the Project or the Client Account (where applicable) in a given period of time;

- MDS has no responsibility or liability for the deletion or failure to store any descriptions, work, portfolio, profile, or other information or communication posted by the Client, or obtained or procured from or through the use of the Project; and

- MDS reserves the right to modify these general practices and limits from time to time.

Once the Project development has commenced and MDS does not hear from the Client within 60 days, the Project will expire and be removed off the hosting server in order to regain hard drive space.

7. Payment

All invoices are payable within 14 days from the date of receipt. The date of receipt will be deemed to have occurred on the date of the forwarding of the letter to the Client by MDS. All payments shall be paid in full without deductions. The use of MDS Software and or Licenses may be terminated without notice at the discretion of MDS if payment is not received within the specified period.

If the Client fails to pay the purchase price within the terms of the contract, the Client shall pay a late fee of 10% of the outstanding monies from the date that monies fall due. The late fee will increment every 14 days of 10% from the date that monies fall due until the payment is paid in full without deductions. If after two 14-day increments from the initial due date the payment is still not paid in full, MDS will attempt to debit the full payment using the credit card information given to MDS by the Client at the Project's commencement. If payment via the nominated credit card is unsuccessful, MDS will attempt to use other payment methods to debit the full payment, including but not limited to, the use of other credit cards previously given to MDS by the client.

The Client is responsible for all associated costs for the collection of outstanding monies payable to MDS. In addition, the Client shall also pay any costs incurred by MDS for the Court Costs and not incidental to and not limited to legal costs, court fees, debt collection and searches.

Deposits are non-refundable.

Payments are non-refundable.

8. Estimates

An estimate or quote is and at all relevant times remains a preliminary indication of the anticipated final price. MDS will endeavor to provide the Client with the most accurate estimate at the time of request, but MDS has the absolute right to alter, vary or amend the final invoice price on completion of the Project or during the course of the Project if the anticipated final price is less than 10 percent of the estimate.

The Client acknowledges and recognises that because of differences in application software, it cannot be assumed that the Client site will be compatible with all internet, intranet hosts, website browsers and internet service providers.

The Client further acknowledges that these additional expenses and or any other modifications that are required will be an expense to the Client. The Client is responsible for providing timely technical and other information as required by MDS for the development of their Project to avoid delays in completing said Project.

If MDS requests information either verbally or in writing for the Project, it is the responsibility of the Client to ensure that MDS has been provided with the information sought in a timely manner. Failure to provide such information sought in a timely manner will be a breach of this contract by the Client. After seven days from the provision of written notice, MDS retains the right to terminate the Project, retain monies paid by the Client and invoice the Client for services provided until the date of termination. MDS also retains the right to place the Project 'on hold' and negotiate a revised delivery time and date of completion for the Assignment with the client.

Mobile application or "App" development time frames are only estimated time frames as MDS cannot provide an exact time that iTunes or Apple will review and approve of any app. This may extend the time frame of the Client's Project and MDS will not be held accountable for any time delays due to Apple/iTunes review process.

9. Disbursements and Out of Pocket Expenses

MDS must be reimbursed for all expenses incurred on behalf of the Client. These expenses include but are not limited to: obtaining licenses, software, domain registrations, disks, website hosting, stock photography, and any other incidental expenses necessary to fulfill the obligations for the Client. All expenses above the quoted price, incurred in course of completing the Project will only be charged to the client if MDS has received prior written authorization from the client.

10.   Completion of Project

Upon written notice, both parties to this agreement acknowledge that the Project is completed when the final invoice is sent to the Client or when the Project has been launched and is 'live.' Any further requests, modifications and or updates will be external to this agreement and will incur other charges to be paid by the Client.

11.   Cancellation

The Client may cancel the Project at any time providing that expenses already incurred until the cancellation, be paid for any service provided by MDS in relation to the Project. The Client must inform MDS of the cancellation by a notice in writing and pay within 7 days outstanding cancellation fees, expenses and fees for work performed until the date the notice was given.

The cancellation will take effect from the date the notice is received by MDS and its Consultant(s) and there will be no right for a refund of monies already paid to MDS in the preparing of the Project. When cancellation is effected, MDS retains copyrights of all materials and the Client must return all software and related items belonging to MDS within 7 days of the said notice being given.

Regarding hosting, any clients on a contract may upgrade their plan free of charge. Clients wishing to downgrade or cancel their plan must pay 50% of the remaining charges from the previous plan in addition to the new plan charges per month. Clients also have the option of extending their contract on the new plan to cover the remaining balance of the original plan over a longer term whilst only paying a maximum of the new plan charges per month.

12.   Suspension and Termination

The Client agrees that MDS may, under certain circumstances and without prior notice, suspend or immediately terminate the Client's access to the Project and remove any associated Content, including any profiles, works, information or contact details thereof.

Cause for such suspension or termination shall include, but not be limited to:

- Breaches or violations of the Terms & Conditions, Privacy Policy and/or any other agreements entered into between the Client and MDS;
- Requests by law enforcement or other government agencies;
- Discontinuance of the Project (or any part thereof); and
- Unexpected technical or security issues or problems.

The Client agrees that all such suspensions or terminations shall be made at the MDS's sole discretion and that MDS shall not be liable to the Client or any third party for any such suspension or termination.

13.   Copyright & Reproduction

The Client has the exclusive license to use the Project designed by MDS and or its Consultant(s). However, MDS remains the owner of any material and code whatsoever that it or its Consultant(s) design for the Client. MDS upon completion of the Project authorises the Client to reproduce for printing, publishing or merchandising to promote the Clients business using the Project.

14.   Identification of MDS

The MDS Corporate Slogan shall remain at the bottom of the website and cannot be removed other than by the MDS. The logo will at all times be programmed to be linked to the address specified by MDS. Under the license granted to the Client for the use of the Project, neither the logo, MDS name nor any other relevant trademark may be copyrighted by anyone other than MDS. However, the MDS Corporate logo may be reproduced as part of the Client's complete Project.

15. Exclusion of Liability

The Client expressly understands and agrees that MDS, its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees shall not be liable to the Client for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss or profits, goodwill, use, data or other intangible losses, even if MDS has been advised of the possibility of such damages, resulting from:

- The accessing of, or the inability to access, the Project, the use of, or the inability to use, or the reliance, or the inability to rely, on the Project Content;

- Unauthorised access to or alteration of any of your transmissions or data, including any Content; and

- Any other matter relating to the Project or Project Content displayed on the Project or communicated to the Client.

16. Email Policy

MDS will not respond unless required to do so by law to any email received by them which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. MDS reserves the right to take such action as MDS in their sole discretion deem fit in respect of such material.

MDS will not disclose any personal information under any circumstances of any staff, employee, contractor or worker of MDS and/or MDS's associates. Where appropriate MDS will endeavor to respond to all emails within 3 days of receipt, but MDS cannot and do not guarantee a response to any emails. All emails will be stored for 6 months after which time they will be automatically deleted. Any email sent to an incorrect destination is liable to be deleted immediately.

17. Privacy Policy

The use of any personal data collected from the Client is subject to MDS's Privacy Policy, which is incorporated into this document by reference.

18.   Warranties

MDS shall provide a warranty of repair for the Project from the date of the final invoice. The Client must notify MDS immediately in writing of the type of defect, so that the problem can be repaired.

Upon notice by the Client, MDS shall endeavor to repair the problem to conform to the agreed terms of the Project in a timely manner. This warranty does not extend to options, upgrades and any other modifications that vary the initial Project.

These modifications will be treated separately and have their own warranty periods from the final invoice date. If there are any invoices that remain unpaid within 14 days from the date of final invoice, this warranty is void.

If the Client engages or uses another company, business or persons to modify or change any aspect of the Project created in this agreement, other than MDS, then this warranty is void.

MDS content that is used in the development of the Project for the Client shall at all times be free of any copyright or trademark restrictions. If, however, there is any infringement of copyright from the development of the Project by MDS, then MDS will endeavor to; replace, modify and protect the Client's use of the infringing copyright or trademark. If none of the replacement, modifications and alterations satisfy the legal requirement for a trademark not to be infringed, then MDS shall refund the monies paid by the Client to MDS. This applies solely for materials supplied by MDS and not materials supplied by the Client.

The Client warrants that all artwork, photos designs and logos which have been provided by the Client to MDS are those that the Client be entitled to and will not infringe any copyright or trademark. If any artwork photos designs and logos utilized by MDS in the creation of the Project, infringe any intellectual property and copyright, it is a term of this agreement that the Client will reimburse and indemnify MDS against any claim that arises against this use, including legal fees.

19.   Breach of Terms of Agreement

If there is a breach of this agreement and in addition to any entitlements, MDS shall be entitled to suspend, deny access, vary, terminate and alter terms at its discretion. Reactivation of the Agreement will be solely at the discretion of MDS.

20. Delivery of Notices

All notices made in writing, any faxes, emails and other relevant documentation must be posted at the email address below. If notices are sent to an email address other than that listed below it will be deemed as undelivered.

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