These Subscription Terms of Use are part of the contracted entered into by Customer and GunWeb Systems as specified in the invoices for services and systems supplied and or developed by Gun Web Systems

1. Definitions and interpretation

In addition to the definitions provided on the Invoice, the following definitions shall apply:

"Confidential Information" of a party means any information, maintained in confidence by such party and communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content or mode of transmission would to a reasonable recipient would understand to be confidential or proprietary and, in the case Customer, includes the Customer Data and, in the case of GunWeb Systems, includes the MyPromoSource, PromoWebSite and PromoOffice functionality and any related user documentation supplied by GunWeb.

“Customer Data” means all electronic data or information provided by Customer to the Services or subsequently retrieved by Customer from the Services.

“Domain Name” means the domain name registered by Customer and maintained as the address for the MyPromoSource, PromoWebSite and PromoOffice website hosted by GunWeb.

“Hosting” means the hosting by GunWeb of a single, online, web-based version of MyPromoSource, PromoWebSite and PromoOffice customized for Customer use by Customer for a single company through a single Domain Name. Maintenance services, including the provision and updating supplier catalogues is separate from the Hosting services and separately charged under this Agreement.

“Licence” means the Licence to use the MyPromoSource, PromoWebSite and PromoOffice systems created by GunWeb specified in Exhibit A.

“Maintenance” means the Maintenance services described in Exhibit A.

“MyPromoSource” means GunWeb’s MyPromoSource website and quote management application.

“PromoWebSite” means GunWeb’s Website and quote management application.

“PromoOffice” means GunWeb’s Job management application.

“GWS Systems” and “GWS System” means any System hosted and maintained by Gun Web Systems Pty Ltd including MyPromoSource PromoWebSites and PromoOffice and any custom system sold by or invoiced by Gun Web Systems.

“Privacy Laws” means the Privacy Act 1988 (Cth) and all rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued thereunder, and “Personal Information” has the same meaning as defined therein.

“Services” means the design of and the grant of the Licence to use the single website based on the systems as stated in Exhibit A, the provision of Hosting services by GunWeb in respect of it and, for so long as ordered and paid for Customer, the Maintenance services, in accordance with this Agreement.

2. Provision of Services, Additional Catalogues and Bandwidth
In consideration of payment of the applicable Fees by Customer, GunWeb will provide the Services to Customer. Customer acknowledges and agrees that its Services subscription is not conditional upon the delivery of any future functionality or features.

GunWeb hereby provides Customer a non-transferable, nonexclusive right to receive the Services for the sole purpose of supporting the internal operations of Customer’s business. Any additional supplier catalogues, or increase in bandwidth of the Hosting, require an additional Order Form or Amendment to the original Order Form to be completed, signed and submitted to GunWeb together with payment of the applicable additional fees. Unless otherwise set forth in the relevant Order Form, (i) the term of the additional User subscriptions shall be coterminous with the expiration of the subscription Term in effect at the time the additional Users are added; and (ii) pricing shall be prorated for the remainder of the Term in effect at the time the additional Users are added.

GunWeb may replace any of the GunWeb equipment and software used to provide the Services or any third party supplier of any part of the Services without notice to Customer (provided the Services are not unreasonably disrupted).

The Services are provided on a year-at-a-time basis, subject to clause 13 (Termination). Each contract year is a “Term” under this Agreement.

3. Fees and Payment

Fees are based on the Services purchased pursuant to an invoice and not actual usage.

Payment obligations are non-cancellable, fees paid are non-refundable, and the number of supplier catalogues or bandwidth purchased cannot be decreased during the applicable Term stated on the Invoice. GunWeb shall not invoice Customer for any payment period exceeding 12 months.

3.1. Price Reviews, and invoice adjustments

(a) Biannual Review Schedule: GunWeb conducts formal pricing and operating cost reviews twice annually, occurring in June and December of each calendar year.
(b) Effective Dates and Invoice Adjustments: Any price adjustments determined during these reviews take effect on
1 July and 1 January respectively. All invoices issued from 1 July and 1 January each year will be adjusted accordingly to reflect updated pricing schedules.

(c) Written Notice: GunWeb will provide Customer with at least fifteen (15) days' prior written notice of revised fees.

(d) Adjustment Justifications & Basis: Biannual adjustments reflect operational cost movements and infrastructure enhancements across all platforms:
Macroeconomic & CPI Indexation: Changes in the Consumer Price Index (CPI) and general operational overheads Cloud Compute & Hardware Escalation: Increased upstream provider costs for dedicated virtual server compute, processor runtimes, and memory (DRAM/NAND);
Storage & High-Availability Media: Expanding cloud NVMe/SSD storage capacity
required to host high-resolution supplier images, and system backups;
Platform Security & Integrations: Iimplementation of database security patches,updates,
API synchronization, and active maintenance of supplier product feeds.

(e) Application: Revised rates apply to all recurring hosting, licensing, and maintenance fees billed on or after the effective date, as well as new modules or out-of-scope work

Fees for the Services plus any applicable taxes will be invoiced in advance in accordance with the Invocie. All payments are due within 7 days of receipt of GunWeb's tax invoice.

Customer will pay GST in addition to the fees as shown on GunWeb's tax invoice. GunWeb may charge interest of one per cent (1%) per month compounded for the entire overdue period or the maximum amount allowed by law if undisputed fees are not paid by the due date. If Customer's account is 30 days or more overdue, in addition to any of its other rights or remedies, GunWeb reserves the right to suspend the Services provided to Customer, without liability, until such amounts are paid in full.

4. Limitations and Processes

GunWeb's delivery of the Services shall be excused as a result of Customer's (i) failure to comply with any of its obligations under this Agreement; (ii) failure to provide GunWeb with information reasonably deemed by GunWeb to be necessary to assist GunWeb in its performance under this Agreement; or (iii) delay, prevention or interference with GunWeb's performance under this Agreement.

Customer will:
• comply promptly with any requests for information, recommendations and guidelines with respect to the Services;
• promptly report errors in the operation of any aspect of the Services, in accordance with GunWeb's fault reporting procedures from time to time;
• comply with any processes, and use any forms, reasonably required by GunWeb for the purpose of provision of any of the Services.

5. Customer Responsibilities

Customer must specify the appearance of the website designed for it by GunWeb but GunWeb is not bound to comply with any

Customer request that GunWeb cannot accommodate within the MyPromoSource, PromoWebSite and PromoOffice system and will require changes to be made.

The Design service at the beginning of the initial Term is subject to the terms in Exhibit A.

It is Customer's responsibility to register and maintain the Domain Name, and to delegate it, or provide and maintain a link from its website as specified in Exhibit A.

Customer will promptly notify GunWeb of changes to its Technical Contact from time to time.

Customer is responsible for all activities that occur in, or are related to, its website hosted under this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer

Data and accepts sole responsibility for errors in the operation of the Services arising from failure to maintain the accuracy of the Customer Data; (ii) prevent unauthorized access to, or use of, the Services, and shall notify GunWeb promptly of any unauthorized access or use; and (iii) comply with all laws applicable to its use of the Services.

Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any other person not being a related entity and as otherwise agreed by GunWeb; (ii) use the Services to send spam or otherwise duplicative or unsolicited commercial messages; (iii) send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights; (iv) attempt to gain unauthorized access to the Services or its related systems or networks (v) interfere or attempt to interfere with the proper functioning of the GWS Systems (vi) use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the MyPromoSource, PromoWebSite and PromoOffice system or that is in transit from or to the MyPromoSource, PromoWebSite and PromoOffice system, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the systems to store information about the system or its licensees; (vii) intercept, examine or otherwise observe any proprietary communications protocol used by the GWS Systems, whether through the use of a network analyzer, packet sniffer or other device; (viii) use, facilitate, create, or maintain any unauthorized connection to the GWS Systems, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the GWS Systems; or (2) any connection using programs, tools, or software not expressly approved by GunWeb; (ix) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the app or any software underlying the GWS Systems or website or other intellectual property used to provide the GWS Systems, or to obtain any information from the GWS Systems using any method not expressly permitted by GunWeb; or (x) upload or transmit or attempt to upload or transmit, without GunWeb’s express permission, any material that acts as a passive or active information collection or

transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, “spiders”, “crawlers” or other data-mining code, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

6. Out of Scope

Professional services are out of scope, including the following, which are available at GunWeb’s then current rates at the time the services are requested, pursuant to a separate services agreement: recovery or restoration of data deleted by Customer; assistance with any change to Customer’s GWS Systems based website; instruction in the use of GWS Systems or other education or training; termination and migration Assistance.
SEO - Search Engine Optimisation services

7. Compliance with Privacy Laws

Subject to the following paragraph of this clause, GunWeb will at all times comply with Privacy Laws in the performance of its obligations under this Agreement, and will only use Personal Information supplied to it as part of or in connection with the provision of the Services. GunWeb will not transfer any Personal Information supplied to it by Customer or received by it incidental to the provision of the Services to Customer outside Australia without Customer’s written agreement.
Customer represents and agrees that (i) in its use of the Services, it is responsible for compliance with all Privacy Laws; (ii) it is duly authorized to provide to GunWeb the Personal Information that it provides in the course of using the Services for the purpose only of provision of the Services and it does so lawfully in compliance with Privacy Laws, (iii) GunWeb and any related entity and/or its subcontractors may process such data for the provision of the Services and is/are doing so solely as a data processor and not a data owner.

8. GunWeb warranties and exclusions

GunWeb represents and warrants that (a) it owns or otherwise has sufficient rights in the GWS Systems to grant to Customer the rights to use it as permitted by GunWeb; (b) it will provide the Services in a manner consistent with general industry standards reasonably applicable to them; and (c) the Services shall perform materially in accordance with GunWebs published description(s) from time to time.

GUNWEB DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE GWS Systems SYSTEM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN

THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION MERCHANTABILITY, SUITABILITY OR ACCEPTABLE QUALITY, OR AS TO FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY GUNWEB AND GUNWEB MAKES NO WARRANTIES WITH RESPECT TO ANY EQUIPMENT OR THIRD PARTY SOFTWARE WHICH MAY BE USED TO PROVIDE THE SERVICE.

Important note: In the event that performance by either party of any obligation under this Agreement constitutes a supply of goods or services to a consumer as defined in the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended) or relevant State or Territory legislation (“the Acts”) nothing contained in this Agreement excludes restricts or modifies any condition, warranty or other obligation in relation to this Agreement and any goods and services to be supplied hereunder which pursuant to the Acts or any of them is applicable or is conferred on Customer where to do so is unlawful, in which event GunWeb’s sole liability for breach of any such condition, warranty or other obligation shall be limited (except to the extent specifically set forth herein) to:
(a) in relation to goods
(i) the replacement of the goods or the supply of equivalent goods or payment of the cost of replacing the goods or acquiring equivalent goods; or
(ii) the repair of the goods or payment of the cost of having the goods repaired;

(b) in relation to services
(i) the supplying of the services again; or
(ii) the payment of the cost of having the services supplied again
as in each case GunWeb may select.
Mandatory statement under Regulation 90 of the Competition and Consumer Regulations: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. These rights may be lawfully limited in respect of goods or services not ordinarily acquired for personal, domestic or household use or consumption. To request a replacement or a refund, please send your written request to GunWeb by letter or email.

9. Limitation of Liability

Other than in respect of personal injury or damage to tangible property, GunWeb's liability to Customer for direct damages, loss or liability for any cause whatsoever, and regardless of the form of action, will be limited to the total amount of Fees paid by the Customer over a period of 12 months prior to the date that the damage, loss or liability occurred for the Services that caused the damage or gave rise to the cause of action.

THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL GUNWEB BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY,OR ANY OTHER FORM OF EXPECTED BENEFIT, OR FOR LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

Customer acknowledges that it must maintain backups of all data entered into or generated by the Services that it may require to restore for its business.

10. Customer Data

Customer represents and warrants that Customer and those providing data and information to Customer have the right to transmit to GunWeb, and receive from GunWeb, any data, material or records that are required to enable GunWeb to perform the Services and any other of GunWeb's obligations under this Agreement.

Customer Data is deemed Customer's Confidential Information under this Agreement. GunWeb shall not access Customer's User accounts, or Customer Data, except (i) in the course of data center business operations, (ii) response to service or technical issues; or (iii) at Customer's request. Recovery of any Customer Data deleted by Customer shall be the responsibility of Customer and not the responsibility of GunWeb. Customer's Services, including Customer Data, shall be segregated from other services which GunWeb may provide to other GunWeb customers.

Subject to GunWeb's responsibilities as set forth in clause 12 (Confidentiality), GunWeb will not be responsible for any unauthorized access to or alteration, theft or destruction of Customer Data through accident, fraudulent means or devices, or any other method, unless such access, alteration, theft or destruction is caused as a direct result of GunWeb's gross negligence or intentional misconduct, in which case GunWeb's commercially reasonable efforts to restore or recover Customer Data shall be limited to the most recent back-up of Customer Data.

GunWeb will undertake prudent measures to duplicate and back up Customer Data. GunWeb is not responsible for loss of Customer Data arising from: (i) a Customer transmission not in accordance with the User Guide; or, (ii) Customer's failure to act on any GunWeb provided communication. In such cases, GunWeb will use commercially reasonable efforts to recreate such Customer Data at GunWeb's then current rates.

11. Third Party Software, Hardware, Interfaces

Links to any third party provided software, hardware or other services which are associated with, or otherwise available through the Services (including supplier catalogues) shall be selected by Customer in its sole discretion. GunWeb shall have no responsibility or liability with respect to Customer's access to or use of such items or any such services or for any act or omission of any such third party provider.

12. Confidentiality

Each party will only use the Confidential Information of the other for the purpose of carrying out its obligations and exercising its rights under this Agreement and will not disclose any of the Confidential Information to any other person other than an employee, contractor or related entity made aware of its confidentiality..
The following is not considered to be Confidential Information: (i) information which the Receiving Party has been authorized in writing by the Disclosing Party to use without restriction; (ii) information which was rightfully in the Receiving Party's possession or rightfully known to it prior to receipt of such information from the Disclosing Party; (iii) information which was rightfully disclosed to the Receiving Party by a third party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any improper action or inaction by the Receiving Party; (v) information which is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; and (vi) any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation or use of the Services.

A party may disclose Confidential Information of the other party in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the party to whom the Confidential Information is confidential is given prompt and timely written notice of any such proceeding and given an opportunity, with full co-operation of the other party, to limit the disclosure as necessary and to preserve its confidentiality.

13. Termination.

A party may terminate this Agreement for cause: (i) upon 90 days written notice to the other party of a breach of this Agreement if such breach remains uncured at the expiration of such period (or if such cure is not reasonable within the 90 days, and commercially reasonable steps have not been taken to cure the situation) after which time period written notice of termination is given to the breaching party; or, (ii) if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party other than for the purposes of solvent reconstruction. Customer is under no obligation to use the Services and may cease doing so at any time provided that Customer will be obliged to pay the balance of any Fees payable for the remainder of the then current Term. Under no circumstances will Customer be entitled to any refund of any part of the Fees paid hereunder.

14. Cancellation

Either party may cancel the licence with 60 days written notice to the other party. Hosting and Maintenance fees are still applicable throughout this period. During this 60 day period, the Customer may remove all their content and client data or pay GunWeb Systems an agreed fee to undertake this task. At the expiration of the 60 day period, the site will be removed from the hosting server. All outstanding invoices must be finalised by the end of the 60 days.

15. Applicable Law

The Agreement shall be construed and governed in accordance with the laws of the State of New South Wales.

16. Miscellaneous.

(a) Customer may not assign this Agreement, the use of the GWS Systems, the Services or any other of its rights and obligations under this Agreement. This Agreement shall be binding on the parties hereto and their respective successors and assigns. GunWeb shall have the unrestricted right to assign all of its rights and obligations under this Agreement.

(b) Neither party is, nor shall it be deemed to be, an agent or contractor of the other for any purpose whatsoever. The Agreement shall not be deemed to confer or delegate upon either party any discretionary authority or discretionary control on behalf of the other.

(c) GunWeb shall be excused from performance of its obligations pursuant to this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by Customer or a third party, or an act of God, severe weather, hurricanes, earthquakes, flood, war, civil disturbance or civil commotion, court order or any other cause over which GunWeb does not have direct control, including internet or communication problems (including internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GunWeb’s possession or reasonable control), third party hardware or software errors, computer viruses or similar harmful programs or data, or unauthorized access or theft (a "Force Majeure Event").

(d) GunWeb and Customer agree that all other agreements, proposals, purchase orders, representations and other understandings, whether oral or written, related to the

Services are superseded in their entirety by this Agreement. No alteration or modification of this

Agreement will be valid unless made in writing and signed by the parties.

(e) If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via overnight courier, notice shall be deemed effective upon confirmation of delivery.

(f) The section headings used herein are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. In the event any term or provision of this Agreement shall be held to be invalid, such holding shall not affect in any respect the validity of the remainder of this Agreement.

(g) The sections entitled "Warranty; Limitation of Liability," "Customer Data," "Fees and Payment," "Confidentiality" and Customer’s obligation to pay any outstanding fees due hereunder shall survive termination of this Agreement.

Exhibit A
Services Licence

Each GWS System Licence entitles the purchaser to operate one company of the GWS System. Under no circumstances shall Customer sell or duplicate the GWS Systems provided for use by a different person without written
permission from GunWeb.
Special arrangements can be made for multiple companies under the same ownership and operating out of the same location.
The Licence may not be sold or otherwise transferred to another person. In the event that a licensed company is sold, the Licence may be transferred as part of the assets of the company, provided that GunWeb is notified in writing prior to the transaction.

Design
GWS Systems may by are tailored to each client's design brief. Standard functionality is applied and there will be some common features and template elements across all sites.
It is Customer's responsibility to ensure any design elements are
unique and don't infringe any other's sites design and copyright.
Gun Web Systems takes no responsibility for design elements and will not share any site designs. The Intellectual Property (IP) contained in the solution including enhancements remains the property of Gun Web Systems.

Hosting
GWS systems are a hosted solution and requires hosting and maintenance of the system by Gun Web Systems to facilitate this, the efficient maintenance of Supplier Catalogue files, and GWS Systems version upgrades and enhancements,
GWS Systems is hosted on
our hosting servers provider. This host has been selected because of its ability to host MPS and the economy of the rate to you for
hosting. You will either need to delegate your Domain Name to that server, or if using MPS as a backend for your current website
hosted on an alternate provider you will need a navigation button added to that site to direct viewers to the IP address provided by
MPS.

As GWS Systems are a hosted solutions there is no access to code level and all enhancements and changes to the GWS Systems application need
to be developed and implemented by GunWeb.
GunWeb does not provide direct access to the MPS source code or direct FTP (file transfer protocol) access.

Maintenance
Maintenance will commence on the first month after your GWS Systmes are activated.
This allows you time to set up your site and have it live.
The Maintenance program includes telephone/e-mail support, updates to the software as they are released and updates to the 30 supplier catalogues (or additional catalogues licensed) as they are provided by the suppliers.

Full Details of the Maintenance
Program are listed below. The maintenance program is voluntary but you are committed to the payments due for the full year of the then current Term if you decide to cancel.
We cannot provide support on a per call basis, nor can we provide updates on a per release basis. Images are only stored for 1 generation prior current - images will disappear over time for customers without
maintenance cover.
Re-entering the maintenance program will require full payment of all charges that would have been paid if you had been on continuous maintenance.