

Dear viewer,

This document has been created to assist you in understanding the design, web and print processes employed by Squall.

In addition to our standard terms & conditions, we can provide useful tips and suggestions for ways to keep your costs down and meet deadlines with time to breathe.

Please read all information provided carefully.

If you have any queries, please contact us prior to commencing work with Squall.

Regards,

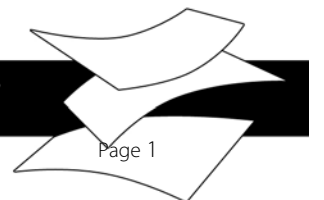
Freya Horn

Phone: **1300 669 282** Fax: 4058 2199

Email: freya@squall.com.au Web: www.squall.com.au

Post: 7 Kalyan Close, Caravonica Qld. 4878

ABN: 14 231 314 676



Squall –Terms and Conditions*

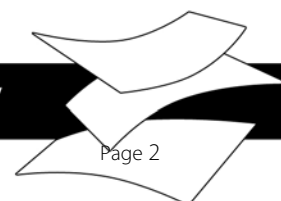
*Current as at 01-Jan-2009, Subject to change without notice. Updates available at www.squall.com/terms.

The use of services from Freyoss Pty Ltd as trustee for Galeforce Corporate Service Trust trading as Squall [hereafter referred to as "Squall"] constitutes agreement to these terms. You may view our Privacy Policy at the end of this document.

These terms and conditions apply to all work provided by Squall.

Contents

1. General Terms & Conditions	page 3
1.1. Communication	
1.2. Promotion	
1.3. File maintenance	
1.4. Pricing	
1.5. Quoting	
1.6. Deposits	
1.7. Invoicing	
2. The Graphic Design process	page 5
2.1. Content supply	
2.2. Stock Imagery	
2.3. Creation of artwork	
2.4. Drafts and Revisions	
2.5. Feedback for changes	
2.6. Final proof and artwork approval	
3. The Printing process	page 7
3.1. Client supplied artwork	
3.2. Printing with Squall – general	
3.3. Printing with Squall – wide format	
3.4. Printing with your own printer or publisher	
3.5. Turnarounds	
4. Web services	page 9
5. Copyright and ownership	page 13
6. General legal	page 13
7. Privacy Policy	page 14



1. General Terms and Conditions

Squall values client relationships and has detailed procedures and policies in place to ensure consistency, quality and efficiency of service. The way we do things...

1.1. Communication

- 1.1.1. We use email as our primary method of communication and means of delivering files necessary to create and complete jobs.
 - 1.1.1.1. Some communication will inevitably take place via phone and in the instance where verbal direction has been given we will request email verification of details for record keeping purposes.
- 1.1.2. Please ensure that you read all emails from Squall thoroughly. Even though some often appear to be generic there are always important notes that, if missed, may delay your job or result in additional charges for reworking.
- 1.1.3. We make use of 'read receipts' when sending emails. This is to ensure that files are received at their destination. Where clients choose not to return the read receipt we will presume successful delivery and will not follow-up the delivery process.
- 1.1.4. Our studio is open by appointment for clients who desire or require face-to-face communication in certain instances. Email verification of details discussed will be required.

1.2. Promotion

- 1.2.1. All work produced by Squall may be used for promotional purposes at our discretion including but not limited to: portfolio (print and web), brochures and samples.
 - 1.2.1.1. If confidentiality applies to a particular job we require an email requesting to be excluded from this condition for that specific job.
 - 1.2.1.2. Digital printing of letters, reports and manuals are automatically excluded from this condition as will be detailed in your quote.
- 1.2.2. From time to time we profile a client, showing the work we've done for them. As per above this profile may be seen in any form of media. You may receive a request for a testimonial/interview to accompany this profile.
- 1.2.3. Upon completion of work we ask for feedback from the client in order to better our services. This feedback is not published however we may request to convert this to a testimonial for publication. In this instance we will contact the client with the specific request.

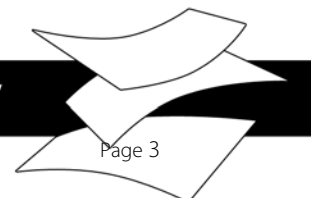
1.3. File maintenance

- 1.3.1. Squall clients are automatically added to our secure database. All new emails we send have a request to be removed from our database.
- 1.3.2. Client emails are backed up and removed from our email system upon completion of relevant jobs. Emails are stored in your client file and are still accessible in a catalogued PDF format.
- 1.3.3. Our systems are backed up in multiple locations on a regular basis for protection of artwork and client files.
- 1.3.4. When client files are not in use or when a job is finalized they are archived to these locations.
- 1.3.5. File supply and/or access fees *may* apply to the following requests:
 - 1.3.5.1. The supply of any files outside of the standard design process or job specific quote to either the client or a 3rd party.
 - 1.3.5.2. The supply of any files to a 3rd party on behalf of the client.
 - 1.3.5.3. The access and re-supply of file/s that have been archived and do not require further design adjustments.
 - 1.3.5.4. The access of any emails once archived.
- 1.3.6. Artwork and print files are kept only as the latest approved version. Older versions are discarded upon job completion.
- 1.3.7. When a client is inactive (defined as no contact from that client) for a period of 3 years, files are only archived to DVD where their safety and integrity can no longer be guaranteed.

1.4. Pricing

Squall does not generally publish pricing for all products and services. Our pricing is supplied by request in quote form.

- 1.4.1. Design charges
 - 1.4.1.1. We charge out design at an hourly rate of \$125 per hour (Inc GST) rounded to the nearest 15 minute increment.
 - 1.4.1.1.1. Surcharges will apply to urgent design work requested or required outside of our standard workflow schedule.
 - 1.4.1.1.2. You will be notified in the event that this may be required.
 - 1.4.1.2. Design fees are incurred for any work in which we are required to access artwork to perform changes or adjustments by our clients requirement.
 - 1.4.1.2.1. Changes required to correct spelling or numerical errors created by Squall will not be charged.
 - 1.4.1.3. Design fees may or may not have been covered in a quote depending on how far through the design process your job is (see below) and whether the job has in fact been quoted. It is common to work on an hourly basis without quoting for open ended jobs with interim payments required along the way.



- 1.4.2. Freight charges
 - 1.4.2.1. Delivery to one location in the Cairns area is free for any job over \$50 in value
 - 1.4.2.1.1. The Cairns area is defined as the shire of Cairns encompassing Port Douglas to Edmonton.

1.5. Quoting

- 1.5.1. Design quotes
 - 1.5.1.1. Your quote will be to produce a specific item or items based on supplied content and a design brief, then a set number of revisions to that/those items.
 - 1.5.1.2. There may also be charges included in your quote for stock imagery or printing.
 - 1.5.1.3. A minimum 50% deposit plus all content in required format/s are required to commence design work.
- 1.5.2. Web quotes
 - 1.5.2.1. Your quote will be to produce a visual (non-working) design with a set number of revisions to that design.
 - 1.5.2.2. There may also be charges included in your quote for stock imagery, hosting and /or domain registration.
 - 1.5.2.3. A minimum 50% deposit plus all content in required format/s are required to commence design work.
 - 1.5.2.4. Once the visual design is approved the remainder of the invoice is required to be paid in full prior to commencement of the site build.
- 1.5.3. Printing and other quotes
 - 1.5.3.1. Your quote will be to produce a nominated quantity of a defined item.
 - 1.5.3.2. Your quote may also include design items as per above.
 - 1.5.3.3. Your quote will note any freight charges if applicable
 - 1.5.3.4. Full payment for printing

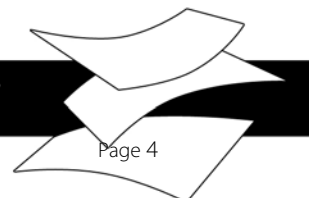
1.6. Deposits

- 1.6.1. 50% Deposits for design and/or web work are non-refundable.
- 1.6.2. Payments for printing (100% required to process order) are non-refundable.

1.7. Invoicing

Squall issues invoices in PDF format via email with details regarding when payment/s are required.

- 1.7.1. Invoices will be issued via email unless the client specifies otherwise.
- 1.7.2. Work does not commence until the nominated non-refundable deposit or payment has been received into the Squall account.
 - 1.7.2.1. Design and web work requires 50% deposit prior to commencement
 - 1.7.2.1.1. Once design commences, where feedback is not given within 7 days of request full payment is required.
 - 1.7.2.2. Printing work requires 100% payment prior to commencement of printing
- 1.7.3. Preferred payment method is direct deposit. Our account details will feature prominently on all invoices.
 - 1.7.3.1. Also accepted: cash, cheque, PayPal (3% surcharge applies).
 - 1.7.3.2. Squall does not accept payments by credit card.
- 1.7.4. When making payments, we require clients to
 - 1.7.4.1. Use either their business name or invoice number as a reference when making payments.
 - 1.7.4.2. Notify Squall of payment via email once processed.
 - 1.7.4.3. If the above criteria are not met, a client's job may be delayed until we can identify payment.



2. The Graphic Design process

Graphic design refers broadly to the creation or editing of any artwork created by Squall. This could be a hand drawn logo, a webpage design, a brochure design or other document.

Graphic design is usually quoted (see design quoting below) however it is not uncommon to design by the hour for frequent jobs or open ended work. The following terms, conditions and definitions apply to each of these unless specified individually:

1. To commence any design work, a non-refundable deposit of 50% of the amount quoted is required.
Tip – although not a requirement, clients often find it convenient to pay 100% in the first instance to save on processing time and avoid delays in waiting for funds to clear upon job completion.
2. Squall does not exercise free-pitching (the creation of artwork without payment until chosen, if chosen at all) in any circumstances.
3. Turnaround for creation of artwork is dependent on the following as indicated throughout these terms and conditions:
 - 3.1. Deposit/invoice payment as required.
 - 3.2. Content supply as required.
 - 3.3. Client's feedback response as required
 - 3.4. The number of revisions required.
 - 3.5. Approval of final artwork.
 - 3.6. Final payment.

2.1. Content supply

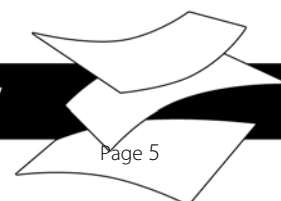
- 2.1.1. Full and complete content is required prior to commencement of design work.
 - 2.1.1.1. In some instances (particularly large publications and websites) we may email a template for you to set out your document in a preferred supply format.
 - 2.1.1.2. As above, in some instances we may need the client to specify images to be used on particular pages. This may incorporate the client inserting the images into a mock-up document provided by Squall.
- 2.1.2. All worded content must be supplied by the client in Word document or email.
 - 2.1.2.1. Additional fees will be applied if Squall is required to manually type content.
 - 2.1.2.2. Squall will alert the client to possible errors encountered during the design process however we do not read all content nor do we perform a spell-check unless specifically requested.
- 2.1.3. All images (photos, logo etc) are to be provided via email where possible.
 - 2.1.3.1. Images can be provided on disk or other media where email is not possible.
 - 2.1.3.1.1. In this instance the media will not be returned to the client unless specified via email.
 - 2.1.3.1.2. Freight for return of media is at the client's expense.
 - 2.1.3.2. If images are only available via internet download, charges will apply for time spent by Squall in obtaining the files.
- 2.1.4. Preferred format for photos is JPEG or TIFF in as high a resolution as available. Format for logos and other graphics can be EPS, Illustrator PDF or AI.
 - 2.1.4.1. In the instance of the supply of unsuitable graphics: unless Squalls designers deem the image/s acceptable to publish, those images will not be used. Squall will then provide alternative options and recommended solutions in accordance to your needs in the interest in achieving a professional result.
- 2.1.5. If font supply is required, font must be supplied in PC format.
- 2.1.6. Clients must hold the copyright or have permission to use material from the copyright holder for any material provided to Squall; this includes but is not limited to images, photographs and fonts. The client agrees to indemnify Squall for any breach of copyright of any images provided by the client.

2.2. Stock Imagery

Stock imagery may be used in the production of your work.

Stock imagery purchased is usually photographic works created by professional photographers and in some instances illustration work. Stock imagery is generally purchased by Squall from an outside source for Squalls use under that sources set terms and conditions. Occasionally stock imagery is supplied directly from Squalls own photo and image collection.

- 2.2.1. Fees are charged per image at varying image size costings.
- 2.2.2. Your quote will detail anticipated requirements for stock imagery to match your brief. Imagery requested or required beyond the amount quoted will be charged per image.
- 2.2.3. Neither Squall nor the client holds any ownership or copyright of stock imagery.
- 2.2.4. Stock imagery is available to multiple users so you may see the same image used elsewhere.
- 2.2.5. Original Stock image files will not be provided to the client for their personal use rather they will be used by Squall throughout work created for the client.



2.3. Creation of artwork

The creation of artwork is a cyclic process that has drafts passed from designer to client until the job is complete. To keep track give order to this cycle we identify each round as detailed below and in our design quoting section:

Cycle 1 – The *'Initial Draft'* is created and submitted to client for feedback (changes). Changes are given by client.

Cycle 2 – *'Revision 1'* is created as a result of the client's feedback and is submitted for further feedback.

The cycle continues with numbered revisions until the artwork is ready for approval and can be finalized. This can happen in cycle 1 with no changes required to the *'Initial Draft'* or it can happen after a few changes at say *'Revision 3'*.

2.4. Drafts and Revisions

- 2.4.1. Drafts and revisions are issued via email only in PDF format.
- 2.4.2. Drafts and revisions are supplied at low quality for emailing and copyright purposes.
- 2.4.3. The *'Initial Draft'* is the first artwork sample provided as per the design brief. It will be identified as the *'Initial Draft'* in its filename and/or the email it is supplied with.
- 2.4.4. *'Revisions'* are numbered with *'Revision 1'* being the first revision to the *'Initial Draft'*. *'Revisions'* will be identified as such in their filenames and/or the emails they are supplied with.
 - 2.4.4.1. Your quote will specify how many revisions have been allowed before additional charges apply.
 - 2.4.4.1.1. You will be reminded of this also at time of supply of drafts and revisions.
 - 2.4.4.1.2. Once you step past the allowed number of revisions, the hourly design rate applies to all work performed. An invoice will be supplied with these additional hours upon completion for which payment will be required prior to finalizing files for their intended purpose.
- 2.4.5. Once the final artwork has been approved the job is considered complete, any unused revisions are not rolled over nor can they be applied to new jobs.

2.5. Feedback for changes

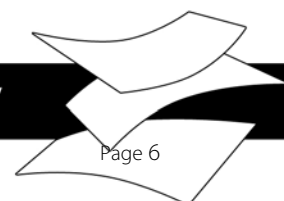
Feedback is a crucial part of the design process in regards to the result of the final product and the costs incurred along the way.

- 2.5.1. Feedback is required via email in point form as a reply to the email that contained the draft that the feedback applies to.
 - 2.5.1.1. Further correspondence via email or phone may be required only after the feedback email to clarify details.
- 2.5.2. Feedback must cover every visual aspect of the design including:
 - 2.5.2.1. All design elements on all visible sides of the artwork including logos, photos and other graphics.
 - 2.5.2.2. All wording, spelling and numbers featured.
 - 2.5.2.2.1. This includes content the client has supplied since the process of transporting that content comes with risks of error.
 - 2.5.2.2.2. This includes word and number elements used in a decorative manner i.e. not as part of a main body of text specifically for reading.
 - 2.5.2.3. The intended output size is to be considered (eg size of text at certain output sizes may be too large or small).
- 2.5.3. If feedback has not been received within 7 days of issue you will be charged the remaining 50% of the design fees while you make your considerations.

2.6. Final proof and artwork approval

Whether artwork is being designed for print, web or anything else, a final signoff is required.

- 2.6.1. Full invoice payment is required prior release of files for print, web or anything else.
- 2.6.2. Printing files will not be finalized for print (whether printing with squall or externally) until final approval is given via email as a reply to the request and reminder of conditions. As stated in the approval email:
 - 2.6.2.1. Approval will confirm that the client has performed all checks and acknowledge that Squall cannot be held liable for any errors contained in the artwork when printed. See also all printing conditions.
 - 2.6.2.2. If further changes are required before print the client can request that we move back into the draft process which may involve additional charges unless revisions from the original quote are still available.
 - 2.6.2.3. Approval also confirms the closure of the specific job.
 - 2.6.2.3.1. This means that the job is finalized, applied as per its intended use (eg printing) then archived.
 - 2.6.2.3.2. Older drafts and artwork versions are discarded upon job completion for system efficiency. Artwork and print files are kept only as the latest approved version.
 - 2.6.2.3.3. Unused revisions expire at this point and cannot be used for other jobs or future adjustments to the design.
- 2.6.3. The artwork can be revisited at a later date where new charges for the work requested will apply.



3. The Printing process

The term printing in this document refers to the provision of any physical object (eg paper, glass, fabric). The term printing therefore also refers to things like large format objects and signage in this document.

3.1. Client supplied artwork

The following applies to artwork supplied to Squall by the client, their designer or any 3rd party for printing.

- 3.1.1. Files must be supplied print-ready as per job-specific file specifications.
- 3.1.2. Charges will apply where adjustments or changes are required to be made by Squall to make the files print-ready. Client will be consulted prior to any adjustments.
- 3.1.3. When files are supplied on any form of physical media (eg DVD), that media will be destroyed after data transfer unless specifically requested otherwise. Freight charges will apply if return is requested.

3.2. Printing with Squall - general

The following applies to printing provided by Squall.

- 3.2.1. Full payment of invoice is required prior to commencement of printing.
- 3.2.2. Squall's proofing process (see page....) must be satisfied with a formal approval prior to commencement of printing.
 - 3.2.2.1. This also applies to reprints of the same artwork at a later date.
- 3.2.3. Squall does not offer physical proofing.
- 3.2.4. Although we do everything in our power to provide consistency throughout all the products we provide, Squall cannot guarantee that colours will match exactly with each order.
- 3.2.5. Please also understand that colour output may vary from that viewed on screen and that printed with machinery other than that used for your job.
- 3.2.6. The use of different stocks and finishes will also affect colour output.
- 3.2.7. It is the Customer's responsibility to ensure that any materials supplied for printing do not breach relevant copyright legislation. Squall accepts no responsibility for any copyright issues.

3.3. Printing with Squall – wide format

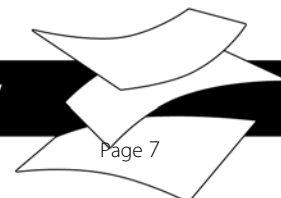
The following applies to wide format printing provided by Squall.

- 3.3.1. A period of guarantee applies to the wide format printing products listed below. This guarantee is for 12months from invoice date and covers:
 - 3.3.1.1. Colour fastness and product structure.
 - 3.3.1.2. This guarantee is only effective when products are used as instructed in conditions quoted for.
 - 3.3.1.3. Where a product fails, or the colour change is significant within the guarantee period, Squall will reprint the item for the customer.
 - 3.3.1.4. The product must be returned to Squall in order to qualify for reprinting.

3.4. Printing with your own printer or publisher

The following applies to printing of files provided by Squall with any supplier other than Squall. (E.g. Using a clients own printer, advertising for magazines). In these instances:

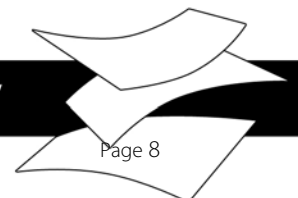
- 3.4.1. It is the clients' responsibility to provide Squall with accurate file specifications and all information necessary to satisfy the printer / publishers requirements.
- 3.4.2. Squalls art department can liaise with the external printer / publisher printer as required upon request.
- 3.4.3. It is the clients' responsibility to obtain and sign off a commercial proof with their printer.
 - 3.4.3.1. If proofs provided by the printer / publisher are not satisfactory Squall can make alterations and adjustments upon viewing of the actual proof/s. This will be at the clients' expense.
 - 3.4.3.2. As per above it is then the clients responsibility to repeat the above process with the same terms and conditions applied.
- 3.4.4. Squall will not be held liable for any issues or further expense that may arise from the printing process including but not limited to the quality of output, materials, stock or colouring.
- 3.4.5. Files will not be submitted until invoice has been paid in full.
- 3.4.6. File supply
 - 3.4.6.1. Squall will submit final artwork to the printer / publisher on the clients' behalf.
 - 3.4.6.2. Additional fees will apply if artwork needs to be supplied by any means other than email if not included specifically in the original quote.
 - 3.4.6.3. Squall cannot be held liable for delayed or rejected delivery of files via email.



- 3.4.6.4. Squall cannot be held liable for changes or damage sustained once files have left our computer system. These also include actions of the printer/ publisher at any point.
- 3.4.7. Files will not be submitted until formally approved via email as per the proofing process.

3.5. Turnarounds

- 3.5.1. Design turnarounds are entirely dependent on the design process and all requirements within that process.
- 3.5.2. Print turnaround will vary depending on:
 - 3.5.2.1. Notice given by client.
 - 3.5.2.2. Quality and timeliness of content provided.
 - 3.5.2.3. Artwork supply or design process and final approval
 - 3.5.2.4. Payment of printing invoice and any design invoices associated
 - 3.5.2.5. The type of printing job and any special products or services associated with that job and the quantity being printed
 - 3.5.2.6. Public holidays and other closures
- 3.5.3. Surcharges may apply to meet excessive deadlines in some instances. You will be notified if this is the case and your acceptance will be required before work proceeds.



4. Web services

4.1. Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Transfers

Our transfers team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we cannot make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host.

The free transfer services are available for 30 days from your sign up date. Transfers outside of the 30 day free period will incur a charge.

4.2. Content

All services provided by Squall may only be used for lawful purposes. The laws of the State of Queensland, and Commonwealth of Australia apply.

The customer agrees to indemnify and hold harmless Squall from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email host@Squall.com.au with the information required. If the request is of a licensing issue, we may require further documentation.

Using an account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all accounts include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- MUDs/RPGs/PPBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

Squall services, including all related equipment, networks and network devices are provided only for authorized customer use. Squall systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate

protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of Squall system(s) constitutes consent to monitoring for these purposes.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at host@Squall.com and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

4.3. Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Squall reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Squall reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Squall.

4.4. Payment Information

You agree to supply appropriate payment for the services received from Squall, in advance of the time period during which such services are provided. You agree that until and unless you notify Squall of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account is to be canceled. An employee will confirm your request (and process your cancellation) shortly thereafter.

As a client of Squall, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. Squall provides a 10 day grace period from the time the invoice is generated and when it must be paid. Any invoice that is outstanding for 10 days and not paid will result in a \$10 late fee and/or an account suspension until account balance has been paid in full.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact host@Squall.com.au

Squall reserves the right to change the monthly payment amount and any other charges at anytime.

4.5. Backups and Data Loss

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Squall is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Squall servers.

4.6. Cancellations and Refunds

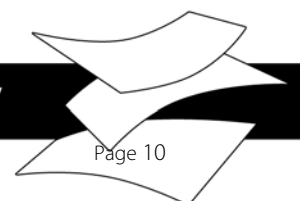
Squall reserves the right to cancel the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time in writing (email acceptable). Squall gives you an unconditional 45 day money back guarantee on hosting solutions for any customer who paid the first invoice with a credit card.

The following methods of payments are non-refundable, and refunds will be posted as credit to the hosting account:

- Bank Wire Transfers
- Checks
- Money orders



There are no refunds on administrative fees, install fees for custom software, or domain name purchases. Refund requests for accounts after the initial 45 days will be refunded on a prorated basis of any unused time.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

4.7. Resource Usage

User may not:

4.7.1. Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.

- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- Run cron entries with intervals of less than 15 minutes When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.com/include.php") use include("include.php")

4.7.2. INODES

The use of more than 50,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 50,000 inode limit will automatically be removed from our backup system to avoid over-usage. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

4.8. Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, or suspend the account until you upgrade to a higher level of package. Unused transfer in one month cannot be carried over to the next month.

4.8.1. Money back Guarantee

Each of Squall's hosting plans carry a 45 day unconditional money back guarantee on them. If you are not completely satisfied with our services within the first 45 days of your service, you will be given a full refund of the contract amount. Remember, this is only for monthly packages and does not apply to administrative fees, install fees for custom software, or domain name purchases.

4.8.2. Uptime Guarantee

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of Squall dependant upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact host@Squall.com.au with justification. All requests must be made in writing via email.

4.8.3. No Reselling

Accounts may not resell web hosting to other people.

4.8.4. Price Change

We reserve the right to change prices listed on Squall.com.au, and the right to increase the amount of resources given to plans at any time.

4.9. Indemnification

4.9.1. Customer agrees that it shall defend, indemnify, save and hold Squall harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Squall, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Squall against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Squall; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Squall's server.

4.9.2. Arbitration By using any Squall services, you agree to submit to binding arbitration. If any disputes or claims arise against Squall or its subsidiaries, such disputes will be handled by an arbitrator of Squall's choice. An arbitrator will be selected in the state of Queensland. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. You are also responsible for any and all costs related to such arbitration.

4.10. Disclaimer

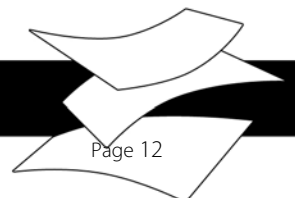
Squall shall not be responsible for any damages your business may suffer. Squall makes no warranties of any kind, expressed or implied for services we provide. Squall disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Squall and its employees.

4.11. Disclosure to law enforcement

Squall may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

4.12. Changes to the terms and conditions

Squall reserves the right to revise its policies at any time without notice.



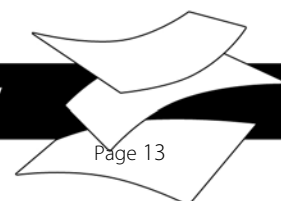
5. Copyright and ownership

Squall prides itself in design integrity, consistency and quality control. To maintain this we have strict copyright conditions to ensure your image is portrayed consistently in regards to colour, layout, look and feel.

- 5.1. Squall retains ownership of copyright on all artwork created by Squall.
- 5.2. Artwork produced by Squall must not be supplied to 3rd parties to adjust or replicate in any way.
- 5.3. Squall may legally hand over copyright in circumstances if Squall ceases trade and can no longer service the client.
- 5.4. Squall does not release original artwork files to the client or 3rd party in any circumstances.
- 5.5. Finalized print files can be released to the client or a 3rd party where required or requested.
 - 5.5.1. Charges may apply to retrieve files if archived for over 12 months.
 - 5.5.2. Freight charges will apply if files cannot be emailed.
 - 5.5.3. Squall cannot be held responsible for released files or their output in any way once they leave our computer.
- 5.6. Eliminated artwork remains the property of Squall.
 - 5.6.1. This refers to any work created by Squall that is eliminated during the design process and not chosen as a final.
 - 5.6.2. Eliminated artwork can be used by Squall at our discretion for other projects:
 - 5.6.2.1. As long as the design retains no identifiable properties or imagery linking it to the original client.
 - 5.6.2.2. As long as the design retains no imagery that has been supplied by and/or is owned by the original client.

6. General legal

- 6.1. Although Squall takes great care in protecting our data, we cannot guarantee:
 - 6.1.1. That our data will not fall into a 3rd parties hands by acts of theft (physical or digital) email error or any other means.
 - 6.1.1.1. In this instance Squall cannot be held liable for loss of data or its use outside of our control.
 - 6.1.2. That our data, although heavily backed up, is fully safe from unforeseen events including weather or 'acts of god'.



7. Privacy Policy

Introduction

Freyoss Pty Ltd as trustee for Galeforce Corporate Service Trust trading as Squall [hereafter referred to as "Squall"] are committed to protecting any data that we collect concerning you. By using our services you agree to the use of the data that we collect in accordance with this Privacy Policy.

We are committed to protecting your privacy

We collect the minimum amount of information about you that is commensurate with providing you with a satisfactory service. This Policy indicates the type of processes that may result in data being collected about you. Your use of this website gives us the right to collect that information.

Information Collected

We may collect any or all of the information that you give us depending on the type of transaction you enter into, including your name, address, telephone number, fax number and email address, together with data about your use of the website. Other information that may be needed from time to time to process a request may also be collected as indicated on the website.

Information Use

We use the information collected primarily to process the task for which you visited the website. All reasonable precautions are taken to prevent unauthorised access to this information. This safeguard may require you to provide additional forms of identity should you wish to obtain information about your account details.

Cookies

Your Internet browser has the in-built facility for storing small files - "cookies" - that hold information which allows a website to recognize your account. Our website takes advantage of this facility to enhance your experience. You have the ability to prevent your computer from accepting cookies but, if you do, certain functionality on the website may be impaired.

Disclosing Information

We do not disclose any personal information obtained about you from this website to third parties. We may use the information to keep in contact with you and inform you of developments associated with our business. You will be given the opportunity to remove yourself from any mailing list or similar device. If at any time in the future we should wish to disclose information collected on this website to any third party, it would only be with your knowledge and consent.

We may from time to time provide information of a general nature to third parties - for example, the number of individuals visiting our website or completing a registration form, but we will not use any information that could identify those individuals.

Disclosure to Law Enforcement

Squall may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

Changes to this Policy

Any changes to our Privacy Policy will be placed here and will supersede this version of our Policy. We will take reasonable steps to draw your attention to any changes in our Policy. However, to be on the safe side, we suggest that you read this document each time you use the website to ensure that it still meets with your approval.

Contacting Us

If you have any questions about our Privacy Policy, or if you want to know what information we have collected about you, please contact us this address host@Squall.com.au. You can also correct any factual errors in that information or require us to remove your details from any list under our control.

