

THE SMSF ACADEMY

ADVERTISING TERMS AND CONDITIONS

The SMSF Academy Pty Ltd (“we”) and the customer (“you”) wish to enter into an agreement regarding advertising we may supply to you for use on the thesmsfacademy.com.au and/or thedunnthing.com website.

1 Overview

1.1 The agreement comprises:

- (a) these Booking Terms and Conditions; and
- (b) the terms of the Insertion Order(s);

1.2 This agreement constitutes the entire agreement between the parties and replaces any previous discussions, communications or other documents concerning the supply of the Services.

2 Interpretation

2.1 Definitions

In this agreement, the following words have these meanings, unless the context otherwise requires:

Advertising Copy means all advertising, marketing or other material supplied by you for publication on our websites in the form and manner approved by us;

Advertising Credit means a credit we may issue to you upon your cancellation of an Order in accordance with 3.4 (b) for the supply by us of replacement services of equivalent value to the Order.

Cancellation Fee means the estimated charges and costs we would have reasonably expected to have received for provision of Services but for your late cancellation of Advertising Copy based on the applicable Insertion Order;

Confidential Information means:

- (a) this agreement; and
- (b) all information of a confidential nature disclosed or communicated by the disclosing party to the recipient including any financial and pricing data; business plans; policies; suppliers; inventions; product information and information about a party’s marketing and/or promotional activities
- (c) but excludes any information which the recipient can establish:
 - (i) is or becomes generally available in the public domain otherwise than through a breach of this agreement or any obligation of confidence owed to the disclosing party;
 - (ii) is or becomes known to the recipient from a source other than the disclosing party otherwise than through a breach of an obligation of confidentiality owed to the disclosing party;
 - (iii) is or has been independently developed or acquired by the recipient; or
 - (iv) is approved in writing by the disclosing party for disclosure by the recipient;

Fees means our fees and charges for the provision of Services as specified in the Insertion Order;

Indirect Losses includes losses of profits, revenue, opportunity, anticipated savings or data or any indirect or consequential loss or damage;

Insertion Order means an insertion order which specifies details of the Services we agree to provide to you;

Launch Date means the date at which we are scheduled to publish any Advertising Copy or make available any Custom Materials for publication as specified in the Insertion Order;

Order means an order for Services described in an Insertion Order which has been accepted by us in accordance with this agreement;

Rate Card means our current standard rates and charges for the provision of Services as notified to you from time to time;

Services means the services to be supplied by us to you described in any Insertion Order;

User means a person who accesses a page on our sites;

We, our or us means The SMSF Academy Pty Ltd (ABN 53 146 136 521);

You or your means the person identified as the "Customer" in the Insertion Order; and

3 Services

3.1 Provision of Services

We will provide to you with, and you agree to use the Services on our websites in accordance with this Agreement.

3.2 Orders for Services

- (a) You may request Services from us by completing an Insertion Order.
- (b) We will not be obliged to supply you the particular Services set out in the Insertion Order until both the parties have signed the Insertion Order.
- (c) We may require you to submit a completed Credit Application Form prior to our signature of the Insertion Order.

3.3 Cancellation of Services

- (a) You may cancel an Order for any Services at any time without charge provided that you give us at least thirty (30) days' notice prior to the Launch Date.
- (b) In the event you cancel an Order for Services on less than the notice period set out in clause 3.3 (a) we may in our discretion issue you with an Advertising Credit or charge you a Cancellation Fee.
- (c) All Advertising Credits must be used within ninety (90) days of the issue date.
- (d) You further acknowledge that use by you of any Advertising Credit is subject to the availability of replacement services and that we may in our discretion restrict your use of any Advertising Credit to purchase other advertising services of equivalent value.
- (e) We may cancel an Order or part Order at any time without giving you any reasons for the cancellation. If we exercise this right we will at our option:
 - (i) Refund to you any Fees that you already paid to us;
 - (ii) Issue an Advertising Credit; or
 - (iii) reschedule the Launch Date to another date within ninety (90) days of the cancellation date; and you agree that this is our sole liability to you in relation to that particular Order or part Order.

4 Advertising Copy

4.1 Instructions and Materials

You are responsible to supply us with the Advertising Copy you wish to include on our website.

4.2 Form of Advertising Copy

You will ensure all Advertising Copy complies with our advertising specifications which are available on request.

4.3 Website Links

You will ensure that any url referenced in any Advertising Copy will link Users to the intended website. We may test whether the url is functional and may in our discretion remove any url which does not meet with our approval.

4.4 Delivery of Advertising Copy

(a) You will supply us with Advertising Copy for our approval at least three (3) working days prior to the Launch Date.

(b) If we do not receive your Advertising Copy on time we may treat this as a cancellation of the applicable Order or part thereof and we may charge you a Cancellation Fee.

5 Sales Materials

You acknowledge that any marketing slide packs, mock ups, presentations or marketing materials supplied to you concerning our Services are examples only and that we may in our discretion vary the placement of any Advertising Copy including Integration Placements within our sites.

6 Warranties

6.1 Your Warranties

You warrant to us that:

- (a) you have all applicable licenses and consents necessary to enter into and perform your obligations under this agreement;
- (b) you are fully authorised to act on behalf of any advertiser or client on whose behalf you are requesting Services;
- (c) you have complied and will continue to comply with all applicable laws and regulations in performing your obligations under this agreement;
- (d) you will not breach any agreement, arrangement or understanding with a third party as a result of entering into or performing any part of this agreement;
- (e) Advertising Copy complies with all applicable laws and regulations and industry guidelines;
- (f) Advertising Copy will not infringe the intellectual property rights of any person;
- (g) Advertising Copy will not include or contain a link to any content that is, illegal, obscene, violent, defamatory or pornographic;
- (h) you will not insert any tag, code, cookie or other data tracking or collection device into the Advertising Copy without our express permission; and

- (i) you will not use or redistribute to any third party without our permission any information or reports we may supply to you other than for the purpose of evaluating the performance of our Services.

6.2 Our warranties

We warrant to you that:

- (a) we have the right to supply the Services to you;
- (b) we will use reasonable care and skill in supplying the Services; and
- (c) we will comply with all applicable laws and regulations in supplying the Services.

6.3 Exclusion of Warranties

We exclude all implied conditions and warranties from this agreement except any conditions or warranties (such as those implied by the Trade Practices Act (1974) which cannot by law be excluded.

7 Intellectual Property

- (a) You and your licensors own the intellectual property in any Advertising Copy, your trademarks and any other material you provide to us under this agreement.
- (b) Except as authorised by this agreement, the parties agree not to reproduce the other party's intellectual property.

7.1 Licence of Intellectual Property

- (a) You grant us a limited, non-exclusive and non-transferable licence to reproduce and communicate to the public the Advertising Copy on our sites in accordance with the agreement.

8 Payment

8.1 Rates and Fees

You will pay the Fees. If no Fees are specified in Schedule 1, the charges for our Services will be as set out in our current Rate Card at the time of our acceptance of the Order.

8.2 Changes to Rates

We may change our Rate Card from time to time without notice.

8.3 GST and taxes

You will pay all taxes, duties and other government charges payable or assessed in connection with this agreement including goods and services tax, other value added tax, sales or use taxes, stamp duty and turnover tax, but excluding taxes, duties and government charges assessed on our income.

8.4 Invoices

- (a) We will invoice you upfront for the fees and costs due under this agreement. No Advertising Copy will be published until payment has been received.
- (b) You will pay the amounts invoiced within seven (7) days of the date of the invoice. You may if agreed with us, make payment by electronic debit to our nominated account.

8.5 Measurement of Advertising

We will assist you in measuring advertising (including impressions delivered and clicks achieved) through our advertising systems. Results from third party ad-servers will not be accepted for the purposes of billing and assessment of advertising performance.

9 Confidential Information

- (a) Each party must:
 - (i) take all action reasonably necessary to maintain the confidentiality of the other party's Confidential Information;
 - (ii) not disclose the other party's Confidential Information to any person except as permitted under paragraph (b);
- (b) A party ("recipient") may disclose the Confidential Information of the other party:
 - (i) to a representative of the recipient who needs to know the Confidential Information for the purposes of this agreement and subject to the recipient taking reasonable steps to ensure that any such representative is fully aware of the confidential nature of the Confidential Information of the disclosing party before the disclosure is made; or
 - (ii) which is required or authorised to be disclosed by any law.

10 Indemnity and liability

You indemnify us against all loss or liability we may suffer or incur arising out of any claim made against us as a result of breach of your warranties in clause 8.1 and any act or omission by you in connection with your Advertising Copy.

10.1 Limitation of Liability

- (a) neither party is liable for any Indirect Loss incurred by them or by any other person arising out of or in connection with this agreement; and
- (b) our liability to you for any claims made under this agreement (whether such liability arises in contract, tort (including negligence) or otherwise) is, to the fullest extent permitted by law, limited at our option to resupplying the Services or paying the cost of having the Services resupplied.

10.2 No responsibility for Advertising Copy

- (a) We are not liable for any aspect of the Advertising Copy including any products or services referred to in the Advertising Copy .
- (b) You are solely responsible for the content of all Advertising Copy and associated products and services, including any ancillary competitions and promotions.

10.3 Complaints

If you wish to make a claim for a Advertising Credit, republication or any other remedy in respect of our Services you must send the claim to us no less than fourteen (14) days after the Launch Date.

11 General

11.1 Applicable law

This agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

11.2 Notices

A notice must be in writing to the address of the addressee as stated in the Insertion Order.

11.3 Public statements

Neither party may issue a press release or other public statement in relation to this agreement without the prior written consent of the other.

11.4 No Agency

This agreement will not create a joint venture, legal partnership, employment or agency relationship between you and us.

11.5 Assignment

Neither party may transfer or assign this agreement without the other party's prior written consent (not to be unreasonably withheld).

11.6 Force Majeure

Neither party will be liable for its failure to perform any of its obligations under this agreement due to any contingency beyond its reasonable control.

11.7 Privacy

The SMSF Academy may collect your personal information to provide the Services to you and for invoicing purposes. The collection, use or disclosure of any personal information provided to us by you in connection with your use of the Services is subject to The SMSF Academy's Privacy Policy which is available at www.thesmsfacademy.com.au.

Signed:

Authorised officer of the Advertiser

Name of Authorised officer

____/____/____

Date