

## 1. DEFINITIONS

- 1.1 Definitions in the Supplier's Core Terms shall be inherited and therefore apply to words and phrases in these Supplementary Terms;
- 1.2 In these Supplementary Terms, these additional words and phrases have specific meanings:
  - “**Client**” means the individual to whom, or organisation to which, the Customer assigns its Resources;
  - “**SiteMaster**” means the software application that enables Customers to create its own personal Web Site to be published in its Resources;
  - “**SiteMaster User Account**” means a login to create a Website using SiteMaster;
  - “**Supplementary Terms**” means these specific Terms & Conditions;
  - “**Reseller**” means any Customer who is signed up to the Supplier's Reseller Programs;
  - “**Website**” means the website created by using SiteMaster.

## 2. ACCESS TO SITEMASTER

- 2.1 The Supplier will provide the Customer, upon request, a SiteMaster User Account free of charge to create up to two (2) web pages per Plan. The Supplier reserves the right to vary this limit from time to time;
- 2.2 The Customer may upgrade to create up to sixty (60) pages using SiteMaster, by upgrading to SiteMaster Pro, and by paying the fee as listed on the Supplier's web site.

## 3. LICENSE

- 3.1 The Customer agrees to use the Website on a single website, belonging to either the Customer or its Client;
- 3.2 The Supplier authorises the Customer to make any necessary modifications to the Website;
- 3.3 The Customer may not place any Website, modified or unmodified, on a diskette, CD or any other medium and offer them for redistribution or resale of any kind without prior written consent from the Supplier;
- 3.4 The Customer may not claim intellectual or exclusive ownership to the Website, modified or unmodified. All graphics and designs are property of independent content providers;
- 3.5 The Customer agrees not to copy any Website to any Server other than those specified by the Supplier, without prior written consent from the Supplier.
- 3.6 Upon termination of this Agreement, the Customer agrees that access to SiteMaster will be disabled.

## 4. RIGHT TO RESALE

- 4.1 In order to resell SiteMaster, the Reseller acknowledges and agrees that its Clients are its own responsibility.
- 4.2 The Supplier will provide the Reseller, on request, access to an administration interface through which it may create SiteMaster User Accounts.
- 4.3 The Customer agrees to:
  - 4.3.1 Procure that its Clients enter into a binding agreement that contains provisions consistent with section 2, and allows the Customer to immediately terminate the agreement for breaches of that agreement;
  - 4.3.2 Handle all matters relating to technical support for its Clients itself, without referring its Customers to the Supplier for this purpose;
  - 4.3.3 Pass on to Clients, in its own name, any announcements that the Supplier posts via its announcement system that it requests to be forwarded to such Clients.
- 4.4 The Customer agrees to fully indemnify and keep the Supplier fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by the Supplier and arising from:
  - 4.4.1 The use or misuse of SiteMaster by the Customer's Clients;
  - 4.4.2 Any claim brought against the Supplier by any third party alleging that its Intellectual Property Rights are infringed by the Clients use of SiteMaster.