

1. TERMS OF AGREEMENT

INK DIGITAL MEDIA PTY LTD. (ABN 79 142 634 688) is a registered Company and operates in Australia. When you use our website order portal to place an order with us, these Terms and Conditions of Trade will constitute our terms of agreement between you ("the customer") and us (INK DIGITAL MEDIA PTY LTD). It is your responsibility to carefully read these Terms and Conditions of Trade before using this website or doing business directly with INK DIGITAL MEDIA PTY LTD. Use of the INKDIGITAL.COM.AU and the MYPRINT EXPRESS website will be considered acceptance of our terms and conditions and privacy policy. If you do not agree to the INK DIGITAL MEDIA PTY LTD Policies, then you may not use the website. Please note that INK DIGITAL MEDIA PTY LTD has the right to modify the INK DIGITAL MEDIA PTY LTD Policies and it is your responsibility to review them periodically. If you have any questions, comments or concerns regarding the INK DIGITAL MEDIA PTY LTD Policies or any other part of this agreement please send an email to accounts@inkdigital.com.au

2. DEFINITIONS

"Company" means INK DIGITAL MEDIA PTY LTD.

"Terms and Conditions of Trade" means the standard terms and conditions of business set out herein.

"Customer" means the person or business, or their authorised representative who has placed the order and is communicating with INK DIGITAL MEDIA PTY LTD.

"Goods" means the goods or services which INK DIGITAL MEDIA PTY LTD is to sell in accordance with these Terms and Conditions of Trade.

"Order" means the Customer's order for Goods or services.

"Price" means the price together with postage and packing in force at the date and time of the Order.

"The portal" refers to the websites, myprint.express, myprint.inkdigital.com.au, inkdigital.com.au and affiliated domains such as myprintexpress.com.au, inkdm.com.au and inkdigitalmedia.com.au

"Writing" includes, letters, emails or texts that have been acknowledged to have been received.

3. CONDITIONS OF SALE AND CONDITIONS OF USE.

INK DIGITAL MEDIA PTY LTD may refuse to accept an order for any reason by notice to you, the customer. INK DIGITAL MEDIA PTY LTD reserves the right to remove a Customer's artwork, templates or delete their account in the event of offensive, explicit or illegal material being uploaded in accordance with the current Australian Communication Legislation. INK DIGITAL MEDIA PTY LTD grants to the Customer a personal, limited, non-exclusive, and non-transferable right to access the portal solely for the purpose of purchasing goods or other services provided through the site. All use must be in accordance with INK DIGITAL MEDIA PTY LTD Intellectual Property & Copyright clause, Item 11 of these terms and conditions. The Customer agrees to keep the user name and password confidential. The Customer further guarantees that the user information supplied to the portal is accurate and for the purpose of ordering goods held within the portal. By using the log-in provided you agree to these conditions of sale. Providing these details to a third party will be a breach to these conditions of sale and may impact the trading relationship between the customer and Ink Digital Media Pty. Ltd. It is not the responsibility of INK DIGITAL MEDIA PTY LTD to ascertain a customer's level of authority within their own business and it is the responsibility of the customer to obtain all required approvals internally in line with their own internal policies.

4. ORDER & ARTWORK SPECIFICATIONS

Orders that are placed, submitted and approved for print on our portal are deemed to have been appropriately proof-read and are approved to proceed to printing. Images that are uploaded to the portal will be assumed to have appropriate permissions to use the photo's on the marketing material being ordered. Our team may see or bring attention to an obvious error if we see it, however it is ultimately your responsibility when you approve your order to print to have adequately checked details and the on-screen proofs provided by our portal.

There is no confirmation of the orders sent other than the order summary that is shown to the user in the order window.

All communication to you, the customer, in regard to changes to an order will be in writing.

Where INK DIGITAL MEDIA PTY LTD is charged with providing artwork, we endeavour to provide an accurate estimate on time to design or provide artwork on an individual project basis. It is your responsibility to check all proofs to ensure that spelling and information is correct. Whilst all care is taken in our Pre-Press department, it is ultimately your responsibility to approve the artwork piece for print.

5. PRINT PRODUCT PRICING STRUCTURE & PRODUCTION SCHEDULES

The pricing contained herein and the schedule of production and timelines are specifically quoted to the customer named herein. These prices and production schedules may not apply to other agency's without permission and agreement with Ink Digital Media Pty. Ltd. We reserve the right to revisit a quoted item or schedule if a legitimate error has been made or the specifications of the item quoted does not meet the specifications of the job ordered.

Ink Digital Media reserves the right to review pricing for printed items from time to time to keep pace with rising consumable and manufacturing costs. Typically this will take place each financial year. In the event of a major rise in the the cost of consumables used in manufacturing our goods, we reserve the right to notify you of a price increase 30 days in advance. Courier costs are most often built into the pricing schedule supplied, or supplied as an estimate at the time of quotation. We may from time to time have to review the costs quoted as couriers increase their costs from time to time. Any rises in courier and delivery costs will be discussed with your internal representative.

6. SUBSCRIPTION AGREEMENTS & CANCELLATIONS

Ink Digital Media undertakes to adhere to the pricing of a subscription quoted for one year from the date of the agreement, but may review the costings for the renewal of the subscription and notify clients in writing no less than 30 days in advance.

In the event of an early termination of a nominated plan, the outstanding balance will be re-calculated at the month to month cost and applied retrospectively, thereby resulting in a cancellation fee.

For example a \$165 per month subscription is discounted to \$99 on 12 month commitment, if cancelled in the second month the balance owing is equal to 2 months x \$165; less the sum paid 2 months x \$99, resulting in a cancellation fee of \$122.00. Your subscription may be cancelled in writing at any time with 30 days notice.

7. PAYMENT AND CREDIT TERMS

The customer agrees to the credit terms for INK DIGITAL MEDIA PTY. LTD. set out herein. The price schedule provided is only valid when credit terms are adhered to. In the event of an account trading out of the agreed terms INK DIGITAL MEDIA reserves the right to suspend orders in progress until an account is brought back in line with the agreed trading terms.

INK DIGITAL MEDIA PTY LTD does not provide credit facilities. A credit card debit authority is required to be completed and submitted to INK DIGITAL MEDIA PTY LTD before trading can commence. On the day your goods are approved and ordered an invoice is raised and the amount is processed against the credit card nominated on the credit card debit authority completed by the authorised representative of you, our customer.

8. COURIER DELIVERIES AND TURNAROUND

The place for delivery of the Goods will be as shown on the Order and the normal method of delivery shall be with the agreed courier. It is your responsibility to arrange alternative collection or delivery of an item if it is deadline critical and there are consequences that will arise as a result of not receiving your product. INK DIGITAL MEDIA PTY LTD cannot be held responsible for our carrier's inability to deliver the goods to the address provided or their contractors failure to deliver goods as promised. INK DIGITAL MEDIA PTY LTD is bound by the terms and conditions of their cartage service. INK DIGITAL MEDIA PTY LTD can also not be responsible for non-delivery of items where circumstances are beyond our control, however, INK DIGITAL MEDIA PTY LTD will on every occasion do it's best to track down a delivery that has not arrived, arrange to replace it or make alternative arrangements for delivery in conjunction with our nominated representative within your organisation in the interests of providing top level customer service.

INK DIGITAL MEDIA PTY LTD will process the order within the time period stated for each item on the pricing & production schedule herein. The agreed cut off time for orders on our portal are in place so that we can ensure we meet our courier deadlines to get the products to you. THESE CAN BE FLEXIBLE to a point, therefore anything outside our agreed cut off deadline should be discussed directly with your INK DIGITAL MEDIA PTY LTD internal customer service contact. INK DIGITAL MEDIA PTY LTD reserves the right to combine items into one shipping package or to ship items separately if necessary. INK DIGITAL MEDIA PTY LTD reserves the right to part deliver an order in negotiation with the customer to meet a required deadline. While it is our policy to never miss a deadline, INK DIGITAL MEDIA PTY LTD cannot be held responsible for any liabilities as a consequence of an item not being dispatched or delivered by your required date. INK DIGITAL MEDIA PTY LTD will undertake to communicate all delivery issues and timeline negotiations directly with you, the customer.

9. CANCELLATIONS, REFUNDS, FAULTY PRODUCTS

INK DIGITAL MEDIA PTY LTD operates on a fair and decent policy in respect to fault for an error causing an item to be reprinted or resupplied. In the interests of top level customer service we will at our discretion organise to reprint an item for a customer, to assist our customer to fulfil their obligation to their client. In the case of a reprint being required and a substantial cost is involved, this will be negotiated with the internal account manager at INK DIGITAL MEDIA PTY LTD and the nominated person within your organisation, before commencement of the reprint occurs.

On receipt of the goods, the Customer must inspect the Goods on delivery and, in the case where Goods have been delivered by carrier, sign the required proof of delivery document or collection acceptance document. Any discrepancy in the orders should be reported to the INK DIGITAL MEDIA PTY LTD administration team immediately. Claims beyond 48 hours will not be entered into. In the unlikely event that your order arrives damaged, or defective on delivery, a description of the alleged damage or defect must be given in writing at the time of delivery and the damaged package must be photographed to show its damaged state. INK DIGITAL MEDIA PTY LTD will undertake to immediately resolve any issues in relation to damaged or defective goods and pursue the carrier for any compensation due.

The Customer may cancel an order by contacting their internal customer service person at INK DIGITAL MEDIA PTY LTD. If possible we will halt production on the cancelled item, however if production has commenced or has been completed, a proportion of, or the cost of the cancelled items will be charged.

INK DIGITAL MEDIA PTY LTD is customer service focussed and we undertake to achieve satisfaction during all aspects of the ordering process. All claims or disputes will be handled in a timely, reasonable and fair manner.

10. LIMITATION OF LIABILITY

INK DIGITAL MEDIA PTY LTD will not be liable for short delivery or defective Goods unless a claim is notified to INK DIGITAL MEDIA PTY LTD within 72 hours of receipt of goods. The notification must include the Order confirmation number, delivery note number and details of the claim. In the case of a valid claim, INK DIGITAL MEDIA PTY LTD may, in its sole discretion, replace the Goods (or the part in question) or refund to the Customer the Price (or an appropriate proportion of the Price). INK DIGITAL MEDIA PTY LTD will not be liable in any way for loss, damage, costs or expenses (including loss of profit) arising directly or indirectly from any failure or delay in performing any obligation of Order by reason of any event or circumstance outside the reasonable control of INK DIGITAL MEDIA PTY LTD, including (but not limited to), any strikes, industrial action, failure of power supplies or equipment, government action or Act of God. The liability of INK DIGITAL MEDIA PTY LTD, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of INK DIGITAL MEDIA PTY LTD obligations in connection with the use of the information provided in the order, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services. In no event shall the liability include damages for loss of profits or revenue; increased cost of purchasing or providing materials, supplies or services; cost of replacement capital; claims of purchaser's customers; inventory or use charges; or incidental or consequential damages of any nature. This limitation of liability section shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising these terms and conditions. It is up to the Customer to take precautions to ensure that whatever computer equipment and/or software selected for use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. In no event will INK DIGITAL MEDIA PTY LTD be liable to the Customer or any other associated party from any direct, indirect, special or other consequential damages for any use of the INKDIGITAL.COM.AU website, or any other hyper linked website, including without limitation, any lost profits, business interruption, loss of programs or other data on the Customer's information handling system or otherwise.

The Customer agrees to indemnify INK DIGITAL MEDIA PTY LTD and its affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including legal fees) which may arise from the Customer's submissions to the portal.

11. INTELLECTUAL PROPERTY & COPYRIGHT

INKDIGITAL.COM.AU and MYPRINTEXPRESS are operated by INK DIGITAL MEDIA PTY LTD. Unless otherwise noted in this website, INK DIGITAL MEDIA PTY LTD owns the copyright or the licence to use all content on these websites. Content includes: text, images, graphics, logos, audio or video clips, trade marks, and marketing offers, vouchers and promotions. All rights to content, services, and server information are reserved. Any unauthorised use or modification made to the content of these websites by a third party is a violation of INK DIGITAL MEDIA PTY LTD copyright. Additionally, the INKDIGITAL.COM.AU and the MYPRINT EXPRESS website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

Nothing contained on these websites should be construed as granting, by implication, or otherwise, any license or right to use the website or any information displayed on the website, through the use of framing

or otherwise, except: (a) as expressly permitted by these Terms and Conditions of Trade; or (b) with the prior written permission of INK DIGITAL MEDIA PTY LTD or the prior written permission from such third party that may own the trademark or copyright of information displayed on the website. The Customer agrees that as an express condition of the holding of an account with INK DIGITAL MEDIA PTY LTD the Customer shall not use the service offered by INK DIGITAL MEDIA PTY LTD to infringe the intellectual property rights of others in any way, including any intellectual property rights in images, fonts and the like that may be uploaded by the Customer to INK DIGITAL MEDIA PTY LTD online service. The Customer will be solely and fully responsible for any claims or other losses arising out of the Customers actual or alleged infringement of any such rights. In addition (and without limitation), INK DIGITAL MEDIA PTY LTD reserves the right, with or without notice, to terminate forthwith the account of any Customer who infringes (or who is alleged to have infringed) the copyrights or other intellectual property rights of any third party in accordance with Australian Copyright Law and to remove all such infringing (or allegedly infringing) material from the website. INK DIGITAL MEDIA PTY LTD reserves the right to withdraw offensive, explicit or illegal material uploaded to the site and terminate forthwith the account of the Customer uploading offensive, explicit or illegal material in accordance with Australian Communication legislation.

12. DATA PROTECTION

INK DIGITAL MEDIA PTY LTD produces a daily backup of a customers database along with user information and log in details on our portal. INK DIGITAL MEDIA PTY LTD undertakes to process all personal data obtained by it through use of the portal in accordance with its Privacy Policy and the principles provided by law. Please see the INK DIGITAL MEDIA PTY LTD Privacy Policy for more information which is available at www.inkdigital.com.au, and also via a link from myprint.express.

13. GENERAL AND MISCELLANEOUS

Because public networks, such as the internet, occasionally experience disruptions, INK DIGITAL MEDIA PTY LTD cannot guarantee the websites will be available 100% of the time. Although INK DIGITAL MEDIA PTY LTD strives to provide the most reliable website possible, interruptions and delays in accessing the website are unavoidable and INK DIGITAL MEDIA PTY LTD disclaims any liability for damages resulting from such problems. If you are experiencing difficulty in accessing our portal at any time, please let your account manager know so that we can make alternative arrangements for you.

14. TERMINATION OF THIS AGREEMENT

INK DIGITAL MEDIA PTY LTD, in its sole discretion, may terminate the Customer's user registration for violating any INK DIGITAL MEDIA PTY LTD Policies. The Customer agrees that INK DIGITAL MEDIA PTY LTD reserves the right at any time with or without the Customer's prior consent and without liability to the Customer in that regard to delete from the website all personal information, data, text, files, images and all other materials of the Customer and to prevent the Customer from obtaining access to any such data. In particular, it is the absolute policy of INK DIGITAL MEDIA PTY LTD to reject any materials which, at INK DIGITAL MEDIA PTY LTD sole discretion, it considers to be obscene, in bad taste or in any other way inappropriate (whether or not to print such materials would be illegal or unlawful). The Customer agrees to indemnify INK DIGITAL MEDIA PTY LTD and its affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including legal fees) which may arise from the Customer's submissions to the portal.

A customer may terminate this agreement at any time, in writing. INK DIGITAL MEDIA PTY LTD will retain ownership of the html templates, artwork and portal elements and items other than pdf's included in your subscription plan will not be made available to another party for production. On termination, all outstanding accounts must be settled in full.