



Web Agent Terms & Conditions

1. What is this document?

This document sets out the terms and conditions that apply to our Web agent program. You may only participate in the program if we appoint you as an authorised web agent.

2 Your appointment

We appoint you as our authorised Web Agent and you accept the appointment, strictly on the terms and conditions of this agreement.

3 What authority do we give you?

We give you an authority limited to:

- a) Promote designated Hugo!Net products;
- b) Collect customer applications for designated products on our behalf; and
- c) Submit the customer applications to us.

4 Who enters a contract with a customer?

Every contract for supply of designated products is directly between us and yourself. You must not let anyone that you deal with believe otherwise. This does not affect any separate contract that you may have with a customer for supply of other goods or services.

5 When does your appointment start and end?

Your appointment starts on the date in [the schedule](#). It continues until a termination occurs.

6 Who is our Web Agent?

We appoint only the person/s or company named in [the schedule](#) (but that person or company may use their staff to provide Web Agent services). The appointment is personal and non-transferable and non-exclusive.

7 Wholesale Rates

- a) HugoNet will invoice our web agents for services ordered at a wholesale rate.
- b) Invoices must be paid within 14 days from the date of issue.
- c) It is the responsibility of the web agent to invoice and collect payment from their clients.

8 GST

8.1 This clause GST applies to all supplies by you to us of Reseller services.

8.2. Your entitlement to wholesale rates is conditional on you being and remaining registered for GST and supplying us with your ABN.

8.3. We will issue tax invoices in respect to all supplies of service provided.



- 8.4.** You acknowledge that you are registered for GST when you enter this agreement.
- 8.5.** You acknowledge that you must notify us immediately if you cease to be registered for GST.
- 8.6.** We acknowledge that we are registered for GST when we enter this agreement.
- 8.7.** We acknowledge that we must notify you immediately if we cease to be registered for GST.
- 8.8.** If it becomes unlawful for us to create a recipient created tax invoice in respect of supplies of services, we will notify you by email of the amount owing for services provided.

9 Who collects payments?

We will invoice you for our services, and payment should be made direct to us.

10 Suspending or terminating the Web Agent program

We may suspend or terminate our Web Agent program by notice to you. If we do that, then this agreement is suspended or terminated likewise. That does not affect your entitlement to or claim on any Reseller fees that have already accrued.

11 Automatic termination

This agreement ends automatically and immediately if you become insolvent or you die or you are convicted of a criminal offence, or if the ownership or effective control of you or your business changes.

12 Manual termination

12.1. If you breach this agreement in a manner that exposes us, our network, our business, our customers or our wholesale supplier to imminent and serious harm, we may terminate it by written notice, effective immediately.

12.2. If one of us breaches this agreement, the other may serve a notice detailing the breach and requiring it to be remedied.

12.3. If the recipient does not remedy the breach within seven days, the sender may serve a further notice terminating this agreement immediately. If we terminate this agreement under this clause If the recipient does not remedy the breach within seven days, the sender may serve a further notice terminating this agreement immediately. If we terminate this agreement under this clause, you lose any right to wholesale rates for Hugo!Net services.

12.4. Whether or not there has been a breach, either party may terminate this agreement on 30 days' notice to the other.

13 Promoting our services

You must promote us and our designated products honestly and professionally. You must not say or do anything that could be misleading or deceptive about us or our designated products. You must not display or distribute any advertising material about us or our designated products that we have not supplied to you or approved in writing. You must not do anything that brings us or our services into



disrepute. You must comply with any rules or directives that we give regarding the way in which you conduct your promotion of us and our designated products. Any such rules form part of this agreement.

14 No agency, etc.

14.1. Except to the extent of the limited authority, you are not our agent or representative and you must not allow anyone to think otherwise. You are not our partner or employee and you must not allow anyone to think otherwise.

14.2. You may describe yourself as an “authorised Hugo!Net Web Agent”.

15 What are your other duties?

You must:

15.1. Carry out all your obligations under this agreement using your own finances, resources and staff and at no cost to us.

15.2. Keep and make available to us on reasonable notice true and accurate records that truly reflect all particulars relating to this agreement and your activities under it;

15.3. Respect the privacy of all persons you deal with in its capacity as our Web Agent and observe all privacy laws and requirements applicable to you;

15.4. Comply with all laws that apply to you;

15.5. Make good any harm you cause us by breaching this agreement;

15.6. Deal with us in good faith and honestly.

16 How must confidential information be treated?

Each party must treat the confidential information of the other party as confidential and commercially valuable.

17 Who pays your costs?

You indemnify us against all costs, fees, expenses, taxes, duties, charges, and liabilities of any kind at all that may arise in connection with your activities under this agreement.

18 Transferring our rights

We may transfer assign or sublicense any or all of our rights, duties or obligations in this agreement to, or share them with, a third party on notice to you.

19 How are documents served?

A notice under this agreement must be written. This table sets out the permitted methods of service and how they operate.

20 How is this agreement interpreted?

In this agreement, unless the context indicates otherwise:



The expression: Means:

Web Agent: A person we appoint as such

Automatic termination: Termination of this agreement under clause

Business day: Any day from Monday to Friday inclusive, excluding any public holidays observed in Victoria

Claim: Any demand, or allegation of liability, and all related costs, claims, demands, liability, damages, losses and expenses of any nature including all legal expenses suffered or incurred

Confidential information: Any information of a party which the other party knows or should know is confidential to the other party, for as long as it remains confidential, or would have remained confidential except for a wrongful disclosure by the first party

Dictionary: This table of defined terms

GST: GST within the meaning of the GST Act

GST Act: A New Tax System (Goods and Services Tax) Act 1999

The expression: Means:

Intellectual property rights All rights in relation to patents, copyright, registered designs, registered and unregistered trade marks, trade secrets, knowhow and confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967, including any right to register those rights, whether created before or after this agreement, whether existing in Australia or any other country.

Limited authority: The agency conferred by clause 3

Manual termination: Termination of this agreement under clause 12

Office hours: Between 9 a.m. and 5:30 p.m. on a business day

Reseller: The person indicated by [the schedule](#).

Reseller fee: A fee calculated and paid in accordance with this agreement and the designated products list

Reseller services: Your promotion of HugoNet and its designated products and referral of service applications for designated products to us in accordance with this agreement

Terminate: Automatic termination or manual termination

General Terms

21.1. "We", "us", "our" etc. or "Hugo!Net" refer to Hugo!Net Online Systems Pty Ltd ACN 067 116 269.

21.2. "You", "yours" etc. or "Web Agent" refer to the person named in [the schedule](#).

21.3. Headings are only for convenience. They are to be ignored when interpreting the agreement.

21.4. A reference to the singular includes the plural and vice versa.

21.5. Where one thing is said to include one or more other things, it is not limited to those other things.



| **21.6.** There is no significance in the use of gender-specific language.

| **21.7.** A “person” includes any entity which can sue and be sued, and includes any legal successor to or representative of that person.

| **21.8.** Anything that is unenforceable must be read down, to the point of severance if necessary.

| **21.9.** Anything we can do, we can do through an appropriately authorised representative.

21.10. Any matter in our discretion is in our absolute and unfettered discretion.