



Personal Details?

Please provide the personal details of the advisers taking advantage of the *Signature* Solution. If you have additional advisers please attach their information to this form.

Adviser Details 1

Title (Mr, Mrs, Dr...)	First Name	Last Name	Department \ Division	Job Title
Corp. Auth. Rep No.	Auth. Representative No.	Email Address	Mobile Phone	Credentials

Adviser Details 2

Title (Mr, Mrs, Dr...)	First Name	Second Name	Department \ Division	Job Title
Corp. Auth. Rep No.	Auth. Representative No.	Email Address	Mobile Phone	Credentials

Note:

If each adviser would like photo personalization please supply a photo as soon as possible **

Company Details?

Company Name	Industry	Sector	
Address	City/Suburb	State	Post Code
Phone	Fax	Website	Do you have an internal Privacy Policy?
			<input type="checkbox"/> Yes <i>(If yes please provide when convenient)</i>

Dealer Group / Licensee Details?

If applicable list your Licensee Information.

Same as Above	Licensee Name	AFSL Number
<input type="checkbox"/> Yes		

Products?

Please indicate your present product / service offerings?

	Yes		Yes		Yes		Yes
Mortgages	<input type="checkbox"/>	SMSF	<input type="checkbox"/>	Shares and Options	<input type="checkbox"/>	International Tax	<input type="checkbox"/>
Taxation Planning	<input type="checkbox"/>	Life Insurance	<input type="checkbox"/>	Fixed Interest	<input type="checkbox"/>	Corporate Fin. Planning	<input type="checkbox"/>
Superannuation	<input type="checkbox"/>	General Insurance	<input type="checkbox"/>	Managed Funds	<input type="checkbox"/>	Property	<input type="checkbox"/>
Salary Packaging	<input type="checkbox"/>	Estate Planning	<input type="checkbox"/>	Gearing	<input type="checkbox"/>	Sophisticated Investing	<input type="checkbox"/>
Novated Leasing	<input type="checkbox"/>	Commercial Finance	<input type="checkbox"/>	Retirement Planning	<input type="checkbox"/>	All	<input type="checkbox"/>

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Investor Update Pricing Schedule

1. ePublication

The ePublication component of the **Investor Update™ Signature Solution** is a professionally written and rebranded adviser eNewsletter designed with several aims in mind:-

- Increase client contact points by 4-12 times per year
- Increase client retention and improve loyalty
- Educate clients as to the general financial options which exist for them
- Give clients a method to *express interest* → generating leads (*two-way client >< adviser communication*)
- Let your clients *forward-to-friends* articles and information about your services → generating leads

1.1 Signature Solution Digital Pricing;

The ePublication has three separate package options to suite different wants and needs, please choose that which suites your group.

	Small Business Package	Corporate Package	Enterprise Package
Package Features	<p>Key Features</p> <ul style="list-style-type: none"> ▪ Up-to 12 advisers ▪ Less than 2000 clients ▪ 1 Adviser + (Adviser Loading) ▪ Patented <i>Direct Response Technology</i> ▪ Standard Template Design <p>Setup and Integration</p> <ul style="list-style-type: none"> ▪ Adviser Integration ▪ Consultation ▪ Client Base Load ▪ Log-in Setup ▪ Messaging ▪ Website Based FTP Setup <p>Technical Features</p> <ul style="list-style-type: none"> ▪ Opt-in Opt-out Functionality ▪ Full Client-Side Reporting ▪ Secure Client Control Panel ▪ Secure Client Base Storage ▪ SSL 128-Bit Secure <p>Functional Features</p> <ul style="list-style-type: none"> ▪ Content Design ▪ Individual Branding Options ▪ Membership Citing ▪ Adviser Comment ▪ FSRA Compliant ▪ Express Interest ▪ Forward-to-Friend <p>Monthly Send</p> <ul style="list-style-type: none"> ▪ 5 Articles Per Month ▪ Photos & Graphics 	<p>Key Features</p> <ul style="list-style-type: none"> ▪ 13-50 advisers ▪ 2000-5000 clients ▪ 1 Adviser + (Adviser Loading) ▪ Patented <i>Direct Response Technology</i> ▪ Custom Template Design* <p>Setup and Integration</p> <ul style="list-style-type: none"> ▪ Advanced Adviser Integration* ▪ Advanced Consultation* ▪ Advanced Client Base Load* ▪ Log-in Setup ▪ Messaging ▪ Website Based FTP Setup <p>Technical Features</p> <ul style="list-style-type: none"> ▪ Opt-in Opt-out Functionality ▪ Full Client-Side Reporting ▪ Secure Client Control Panel ▪ Secure Client Base Storage ▪ SSL 128-Bit Secure <p>Functional Features</p> <ul style="list-style-type: none"> ▪ Custom Content Design* ▪ Custom Branding Options* ▪ Membership Citing ▪ Adviser Comment ▪ FSRA Compliant ▪ Express Interest ▪ Forward-to-Friend <p>Monthly Send</p> <ul style="list-style-type: none"> ▪ 5 Articles Per Month ▪ Optional in-house content* ▪ Photos & Graphics 	<p>Key Features</p> <ul style="list-style-type: none"> ▪ 51+ advisers ▪ Unlimited Clients ▪ 1 Adviser + (Adviser Loading) ▪ Patented <i>Direct Response Technology</i> ▪ Complex Template Design** <p>Setup and Integration</p> <ul style="list-style-type: none"> ▪ Complex Adviser Integration** ▪ Personal Account Management** ▪ Complex Client Base Integration & Load (<i>Including: Database Synchronisation</i>)** ▪ Multi-Log-in Setup* ▪ Messaging ▪ Website Based FTP Setup <p>Technical Features</p> <ul style="list-style-type: none"> ▪ Stand Alone System* ▪ Dedicated Servers* ▪ Dedicated Security Infrastructure* ▪ Opt-in Opt-out Functionality ▪ Full Client-Side Reporting ▪ Secure Client Control Panel ▪ Advanced Administration Control Panel* ▪ Secure Client Base Storage ▪ SSL 128-Bit Secure <p>Functional Features</p> <ul style="list-style-type: none"> ▪ Custom Content Design* ▪ Custom Branding Options* ▪ Membership Citing ▪ Adviser Comment ▪ FSRA Compliant ▪ Express Interest ▪ Forward-to-Friend <p>Monthly Send</p> <ul style="list-style-type: none"> ▪ 5 Articles Per Month ▪ Optional in-house content* ▪ Custom articles** ▪ Photos & Graphics
Package Pricing	\$995 + GST	\$2200.00 + GST	\$22000.00 + GST
Content Pricing	\$135.00 + GST	\$320.00 + GST	\$2200 + GST
Advisers Loading	30% Per Adviser	15% Per Adviser	1% Per Adviser
Please Select	<p>Package 1 (Select: <input type="checkbox"/>)</p> <p>No. Advisers (Enter:))</p>	<p>Package 2 (Select: <input type="checkbox"/>)</p> <p>No. Advisers (Enter:))</p>	<p>Package 3 (Select: <input type="checkbox"/>)</p> <p>No. Advisers (Enter:))</p>
Total Costs <i>BDM will Calculate</i>	Setup: Monthly Management:	Setup: Monthly Management:	Setup: Monthly Management:

Variances:

Job costs which involve complexity in database setup and segmentation, or incur additional services such as data entry or graphic design of hi-res logos are billed at the below industry rate of \$85.00 per hour (Subject to Client Notification \ Quotation).



Direct Debit Request



Investor Update™

Mobile: 0433 750 152 Fax: (02) 4655 5275



Ezi DEBIT
ABN: 67 096 902 813

New Customer Form

Customer Ref: _____ Client ID: IVU GEN 15406

Surname: _____ Given Name: _____
Or Company / Business Name

Ph: () _____ Mob: _____ Email: _____

Address: _____ Suburb: _____ Pcode: _____

Payment Details And/Or the total amount billed for the specified period for this and any other subsequent agreements or amendments.

Step 1:

First Debit Date: _____

First Debit amount of: \$ _____

Once Only

Step 2:

Regular Debit amount of: \$ _____
(If Blank = \$0.00)

Commencing on: _____

Until Further Notice (Min _____ Payments)
(Default)

Or

For (#) _____ payments

Step 3:

Regular Debit Frequency:

Weekly

Fortnightly

Monthly (Default)

4 Weekly
(Select one only)

Fees / Charges

Setup Fee:	\$2.20	Direct Debit Fee:	\$1.10	Credit Card Fee:	Visa/Mcard/Bcard 2.2% (Min \$1.10) Amex/Diners 4.4% (Min \$1.10)
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Direct Debit from Bank Account, Building Society or Credit Union Direct Debit is not available on the full range of accounts - if in doubt please refer to your financial institution

What is the name of your bank, and where was the account opened?

Financial Institution: _____ Branch: _____

What is the 6 digit BSB and Account No of your nominated Bank Account.

BSB Number: _____ Account Number: _____
9 Digits MAX

How does the name appear on your statement?

Account Holder Name(s): _____

I / We authorise Ezi Debit Australia Pty Ltd User ID 165969 to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Details stated above and as per the Service Agreement provided.

Debit from Credit Card

VISA MasterCard Bankcard AMEX Diners

Card Number: _____

Expiry Date: _____ / _____ Card Holder Name: _____

By signing this form, I / We authorise Ezi Debit Australia Pty Ltd, acting on behalf of the business to debit payments from my specified credit card above, and I / we acknowledge that Ezi Debit Australia will appear as the business name on my credit card statement.

This Authorisation is to remain in force in accordance with the Terms and Conditions on this page, the provided Service Agreement, and I/we have read and understand the same.

Signature(s) of Nominated Account

Date
____ / ____ / ____

Office Use Only:

S1

Received Date:

Reference No:

Ver 1.0

Ezi Debit and related business partners may wish to send you information relating to future products, services and promotions. A tick in this box indicates that you do not wish to receive this information.



Ezi Debit Terms & Conditions

I/We hereby authorize Ezi Debit Australia Pty Ltd (ACN: 096 902 813) **Direct Debit User ID number 165969** (herein referred to as Ezi Debit) to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that Ezi Debit is acting as a Direct Debit Agent for the Business and that Ezi Debit does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account and credit card details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Ezi Debit will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
 - 2) A payment request is received by Ezi Debit on a day that is not a Banking Business Day
 - 3) A Payment request is received after normal Ezi Debit cut off times, being 4pm QLD time Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Ezi Debit to vary the amount of the payments upon instructions from the Business. I/We do not require Ezi Debit to notify me/us of such variations to the debit amount.

Investor Update Terms & Conditions

1.0 SERVICES

1.1 INVESTOR UPDATE ("IU") will provide its Investor Update *Signature* data communications services ("Services"), to the IU customer ("Customer") identified in the Application Form accompanying this Customer Service Agreement from time to time, in consideration of payment based on the rates specified herein, and the promises contained in the Application Form - Agreement.

1.2 Services shall be provided to Customer in accordance with Customer's instructions that are properly formatted and transmitted by Customer in accordance with IU' current published documentation which, in addition to the terms hereof, shall be located at www.investorupdate.com.au (the "IU Web Site"). IU is not responsible, and disclaims any intention to provide or comply with any special instructions, additional specifications, or

I/We acknowledge that the business is to provide 14 days notice if proposing to vary the debit amounts.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Ezi Debit.

I/We authorise Ezi Debit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, SMS or processing fees may apply as instructed by the Business.

Credit Card Payments

I/We acknowledge that "Ezi Debit Australia" will appear as the business name for all payments from credit card. I/We acknowledge and agree that Ezi Debit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the business as Ezi Debit is acting as a 3rd party payment provider. I/We Acknowledge and agree that in the event that a claim is made, Ezi Debit will not be liable for the refund of any funds.

Ezi Debit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made in it relating to an alleged incorrect or wrongful debit, or otherwise required by law. Further information relating to Ezi Debit's Privacy Policy can be found at www.ezidebit.com.au

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

Po Box 5839
West End, QLD 4101
Ph: (07) 3255 1733 Fax: (07) 3255 3733
ABN: 67 096 902 813

requirements not listed in published documentation pertaining to the Services.

2.0 TERM AND MINIMUM COMMITMENT

2.1 This Agreement is effective upon the date (the "Effective Date") shown on the Application Form and shall continue for a minimum term of twelve (12) months, unless a longer term is specified ("Initial Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms"), unless either party delivers written notice of intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

2.2 Customer agrees to a minimum monthly commitment for use of the Services as specified herein for each month during the term of the Agreement (the "Minimum Commitment"). In the event Customer does not meet its Minimum Commitment in any given month, IU shall issue an invoice for, and Customer shall pay, upon receipt of invoice, the shortfall equal to the difference between the monthly Minimum Commitment, less any payments for actual



usage made by Customer during each applicable month during the term of the Agreement.

2.3 Either party may terminate this Agreement at any time in the event that the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, IU may terminate this Agreement and/or suspend the provision of Services immediately for illegal, fraudulent or improper use of the Services (including without limitation, Customer's use of the Services in contravention of Article 5 or 7) or if deemed reasonably necessary, by IU, to prevent interruption or disruption to IU's network, its business or other customers, if any portion of an invoice remains unpaid when due (including without limitation any Minimum Commitment shortfall amount) or for breach, not subject to cure. IU shall not be liable to Customer or any third party should IU exercise its right to discontinue Services, in whole or in part, or terminate this Agreement pursuant to this Section 2.3. In the event of termination of this Agreement, Customer shall pay to IU as liquidated damages, but not as a penalty, the shortfall resulting from Customer's failure to meet its Minimum Commitment, which amount shall equal the difference between the monthly Minimum Commitment multiplied by the number of months remaining in the term, less any payments for actual usage made by Customer during the term of the Agreement and shall represent a reasonable estimate of the probable loss to IU.

3.0 INSTALLATION AND TRAINING

Installation and training are the sole responsibility of Customer unless purchased separately from IU.

4.0 PAYMENT TERMS AND RATES

4.1 The provision of Services under this Agreement is subject to credit verification and acceptance by IU. IU may, in its sole discretion, request advance payment, in whole or in part, from Customer or change its payment terms at any time. IU may cancel or re-schedule orders if IU determines, in its sole discretion, that Customer's financial condition or previous payment record warrants such change.

4.2 Charges for use of Services are invoiced via email at the end of each month. Payment is due upon receipt of the invoice by Customer. Customer must notify IU of any charge disputed in good faith, with supporting documentation, within thirty (30) days from receipt of the invoice, or Customer will be deemed to agree to such charges and no adjustments to charges or invoices will be made. Customer shall continue to be liable to pay for the undisputed charges on the invoice by the due date.

4.3 Past-due balances shall be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted, whichever is less.

4.4 Customer shall pay any collection costs, including reasonable lawyer's fees, and other expenses incurred by IU to collect any sums due under this Agreement.

4.5 Customer shall pay, and IU reserves the right to collect in arrears, all sales, use, excise or other taxes, fees or charges of any nature whatsoever, now or hereafter imposed or assessed on IU, by federal, state, or local government authority upon or with respect to the Services provided.

5.0 CUSTOMER LEGAL COMPLIANCE AND INDEMNIFICATION

5.1 Customer acknowledges that IU has no control over some of the content of information and/or distribution lists provided by Customer and transmitted through the Services and that IU does not examine the use to which Customer puts the Services or the nature of the information Customer or Customer's users send or receive. Customer agrees not to transmit content through use of the Services that infringes any third party's intellectual property rights or that is unlawful, threatening, abusive, harassing, libellous,

deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature. Customer also warrants to IU that any and all distribution lists provided by Customer to IU:

- (i) are based upon permission or an established business relationship;
- (ii) have not been obtained through Internet harvesting methods or any other unlawful electronic collection of addresses or any other public or private source; and
- (iii) are complete, accurate and updated for any opt-outs, as applicable and required by law. Customer is responsible for maintaining the confidentiality of, and shall not transfer sell or assign, access numbers, passwords and user names provided by IU solely for use by Customer. It is the sole responsibility of Customer to use Services in accordance with all applicable local, state, federal and foreign laws and regulations, including but not limited to, laws and regulations pertaining to telemarketing, facsimile advertising, commercial email, personal data privacy and export control.

CUSTOMER ACKNOWLEDGES THAT THE ADVERTISING OF GOODS, PRODUCTS OR SERVICES BY THE TRANSMISSION OF UNSOLICITED VOICE MESSAGES, FACSIMILES, EMAIL OR TEXT MESSAGES MAY BE IN VIOLATION OF FEDERAL, STATE AND FOREIGN LAWS AND REGULATIONS AND MAY SUBJECT THE ADVERTISER TO PENALTIES. Customer also agrees to comply with IU's Privacy and SPAM Policies, located at the IU Web Site and incorporated herein by this reference, as such policies may be amended from time to time during the term of this Agreement. Breach by Customer of this Section 5.1 is grounds for immediate suspension by IU of Services and termination of this Agreement. Compliance with this Section 5.1 requires, among other things, that all messages sent by Customer utilising the Services, in whatever medium, contain the valid name and required contact information for Customer, and that Customer shall comply promptly with any "do not call" or "do not send" request. Customer further acknowledges, and notwithstanding confidentiality provisions herein, that IU may disclose usage information about Customer's use of Services to satisfy any law, regulation, government agency request, court order, subpoena or other legal process.

5.2 In the event Customer utilises Services to conduct telemarketing activities or disseminates materials offering the availability of goods or products or services, Customer specifically warrants to IU:

- (i) that it will undertake all required actions necessary to comply with applicable federal, state or foreign "Do Not Call" and telemarketing registration statutes and regulations; and
- (ii) Customer will not utilise the Services in a manner which results in a violation of any applicable laws or regulations with respect to such Services.

5.3 Customer shall indemnify, defend and hold IU, its officers, directors, employees, and affiliates harmless from any claims, losses, damages, penalties or costs (including, without limitation, reasonable Lawyer's fees) arising out of:

- (i) Customer's use of the Services;
- (ii) Customer's violation of or alleged violation of any applicable laws or regulations with respect to the Services, including but not limited to, any claims that Customer's use of the Services violated the rights of any third party (including those claims relating to the content provided by Customer or IU's use of Customer's distribution lists on behalf of Customer), claims relating to the transmission of unsolicited documents, or the attempted transmission of a document to a residence telephone or for any errors in data or distribution information provided by Customer; or
- (iii) infringement of any intellectual property rights of any third party.

6.0 DISCLAIMERS AND LIMITATION OF LIABILITY

6.1 IU DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IU' TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, WHETHER TO CUSTOMER OR ANY OTHER PARTY AND



REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AN AMOUNT EQUIVALENT TO THE CHARGES BY IU TO CUSTOMER FOR THE PARTICULAR SERVICE PERFORMED BY IU DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY.

6.2 IN NO EVENT SHALL IU BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OTHER MONETARY LOSS; LOSS OR INTERRUPTION OF DATA OR COMPUTER TIME; ALTERATION OR ERRONEOUS TRANSMISSION OF DATA; ACCURACY OF DATA; UNAUTHORIZED ACCESS TO OR USE OF DATA PROCESSED OR TRANSMITTED BY, TO OR THROUGH THE SERVICE; PROGRAM ERRORS; OR PATENT, TRADE SECRET OR COPYRIGHT INFRINGEMENT) EVEN IF IU IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 INTELLECTUAL PROPERTY

7.1 The customer acknowledges that IU's product offerings are derived from data provided to IU by its employees and/or third party suppliers.

7.2 IU represents and on this basis the customer acknowledges that the IU's product and service offerings were developed, compiled, prepared, revised, selected and arranged by IU and others (including certain information sources) through the application of certain business processes and standards of judgment developed and applied through the expenditure of substantial time, effort and financial means.

7.3 IU represents and on this basis the customer acknowledges that IU owns or is entitled to all proprietary rights in or in respect of the IU's product or service offerings and all relevant copyrights, trademarks, patents, business processes, innovations brands and other intellectual property relating to IU's product and service offerings.

7.4 The customer agrees that the content of the IU's product or service offerings, used in part or in full by the customer, will be attributed by the customer to IU whenever used by the customer and that the underlying quantitative data on the managed funds will be attributed to Morningstar and/or Lonsec as advised by IU (unless otherwise advised by IU and notwithstanding clause 7.3)

7.5 The customer may not reverse engineer, decompile or disassemble IU's product or service offerings without IU's express written consent.

7.6 IU's product and service offerings may not be used in a manner inconsistent with these terms,

8.0 GENERAL

8.1 Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms of this Agreement shall not be affected or impaired thereby.

8.2 The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of either party's right to enforce each and every term and condition of this Agreement.

8.3 This Agreement shall not be assigned by Customer without the prior written consent of IU.

8.4 This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives and authorised assigns.

8.5 Articles 4.0, 5.0, 6.0 and 7.0 and 8.0 shall survive termination of this Agreement.

8.6 This Agreement shall be interpreted and governed by the laws of the State of Victoria without regard to its rules governing conflicts of law, and the parties agree to submit to the exclusive jurisdiction of the state or federal courts located in or with responsibility for Victoria to resolve any disputes arising hereunder.

8.7 Each party enters into this Agreement solely for its own benefit and purpose. This Agreement in no way confers any rights upon, or imposes obligations on either of the parties toward, any third party, including but not limited to any recipient of messages transmitted through the Services.

8.8 If IU elects to issue a press release pertaining to this Agreement, IU and Customer agree to cooperate in a joint press release, subject to both parties' prior review and approval, announcing the execution of this Agreement. Customer agrees to allow IU to name Customer as a client of IU in any marketing material IU may create from time to time. IU will not use Customer Marks, other than the corporate name of Customer, in any such materials without the prior written consent of Customer, which consent shall not be unreasonably withheld.

8.9 Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the business, the Services and to the other party that is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, computer programs, schematics, data, customer lists, financial information and sales and marketing plans. Without limiting the foregoing, this Agreement and the pricing terms referenced herein shall be considered Proprietary Information of IU. Each party and its employees and agents shall at all times, during the term of this Agreement and thereafter, keep in trust and confidence all Proprietary Information and shall not use such Proprietary Information other than in the course of their duties under this Agreement, nor shall either party or its employees and agents disclose any of such Proprietary Information to any person without the other party's prior written consent. Each party acknowledges that any such Proprietary Information received by the other party shall be received as a fiduciary of the other party. Each party further agrees to immediately return to the other party or destroy all Proprietary Information in its possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of this Agreement or at any time, or from time to time, upon the request of the other party.

8.10 This Agreement, including any schedules or exhibits, or amendments thereto (including amendments pursuant to Section 7.11 hereof), constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all other agreements between the parties relating to the matters discussed herein, whether written or verbal. Other than this Agreement, there are no verbal agreements, representations, warranties, undertakings or other agreements between the parties.

8.11 IU may amend at any time the provisions of this Agreement relating to Customer's compliance with laws and IU' Privacy and SPAM Policies by, at IU' election:

- (i) posting revised terms and conditions ("Amended Terms") on the IU Website; or
- (ii) delivering the Amended Terms to Customer at the address, fax or email address provided herein (such delivery may be included in invoices for the Services delivered to Customer). All Amended Terms shall automatically be effective thirty (30) days after such amendment is posted on the IU Website or delivery to Customer as provided above.

CUSTOMER AGREES TO BE RESPONSIBLE FOR REGULARLY REVIEWING THE IU WEBSITE TO OBTAIN TIMELY NOTICE OF ANY SUCH AMENDED TERMS AND IU' THEN-CURRENT TERMS AND CONDITIONS AND PRIVACY AND SPAM POLICIES. BY USING THE SERVICES AFTER POSTING OR DELIVERY OF AMENDED TERMS, CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY SUCH AMENDED TERMS.

No such amendment by IU shall serve to constitute a default or termination by IU of this Agreement, nor shall such amendment serve to be a basis for Customer's termination of this Agreement. Except as otherwise provided in this Section 8.11, this Agreement may only be amended or modified, in whole or in part, by a written instrument signed by the parties to this Agreement.

These Terms and Conditions were last revised May 2006 and are subject to periodic revisions and updates.