

P.O. Box 2877, Cheltenham VIC 3192 Freecall: 1300 799 315 Fax: 1300 799 316 Email: admin@uniquecarsandparts.com.au

Annual Listing Application (Advertising Order)

Please fax: 1300 799 316 or post this application to Unique Cars and Parts, P.O. Box 2877, Cheltenham VIC 3192 for processing

uniquecarsandparts.com.au Business Listing Details (to be published on uniquecarsandparts.com.au)

Business Name:

First name: Surname:

Phone: Fax:

Email:

STREET Address: City: Post Code:

Existing Website: http:// Preferred Password:

Applicant Details (for invoicing purposes)

As Above

Business Name:

First Name: Surname:

Phone: Fax:

Email:

Address: City: Post Code:

Annual Listing

Tick	Listing Type	Annual Rate (inc. GST)
<input type="checkbox"/>	Standard Subscription (Single listing)	\$95
<input type="checkbox"/>	Premium Subscription (Multiple listings, banner ads)	\$295

Referring Car Club or Business

Club Name:

Contact:

Phone:

Acceptance of Terms: I Agree Signed:

By signing, you acknowledge you have read and understood the Advertising Terms & Conditions.

Name (print):

Authority / Position: Date:

Payment Details (A Tax / Invoice Statement will be issued upon payment)

Payment Methods (please tick): VISA MASTERCARD CHEQUE

Card Number:

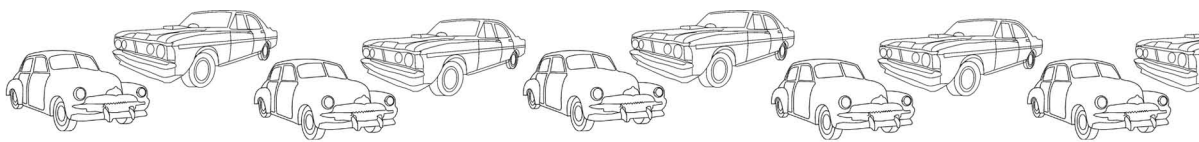
Expiry Date: /

Name on Card:

Payment Authorisation Signature:

Date:

Office Use Only
Ack. Email
Payment Processed
Invoice Date
Invoice No.
Date Published



Advertising Terms & Conditions

These terms and conditions (the "Terms") shall be deemed incorporated by reference into any Advertising Order (the "AO") submitted by the Advertiser or its agency set forth in the AO (collectively, "Advertiser") and shall govern the AO, superseding all terms therein except for those relating to advertisement scheduling and pricing. All AO's are subject to acceptance by Network.com Pty Ltd (the "Network.com Pty Ltd", trading as Unique Cars and Parts). Rates and the Terms are subject to change. Network.com Pty Ltd reserves the right to refuse or cancel any AO, without cause, at any time. The Terms and AO shall be collectively known as the "Agreement." The Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

1. Term of Agreement.

The term of this Agreement commences on the Acceptance Date set forth in the AO and terminates on the End Date set forth in the AO.

2. Positioning.

Except as otherwise expressly provided in the AO, positioning of advertisements within the Unique Cars and Parts web site or on any page is at the sole discretion of Unique Cars and Parts.

3. Renewal.

Except as expressly set forth in the AO, any renewal of the AO and acceptance of any additional AO shall be at Network.com Pty Ltd's sole discretion. Pricing for any renewal period is subject to change without notice by Network.com Pty Ltd.

4. Provision of Advertising Materials.

The Advertiser will provide all materials for the listing/advertisement in accordance with the Unique Cars and Parts Banner Advertising Requirements and Technical Specifications and policies then in effect, including without limitation the manner of transmission Unique Cars and Parts require and the lead-time prior to publication of the listing or advertisement.

5. Right to Reject Advertisement.

All contents of advertisements (including those served by Third Parties) are subject to Network.com Pty Ltd's approval. Network.com Pty Ltd reserves the right to reject or cancel any advertisement, AO, URL link, space reservation or position commitment, at any time, for any reason whatsoever.

6. No Warranty.

NETWORK.COM PTY LTD MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

7. Limitations of Liability.

In the event that Network.com Pty Ltd fails to publish an advertisement in accordance with the schedule provided in the AO, or in the event that Network.com Pty Ltd fails to deliver the number of impressions specified in the AO (if any) by the End Date specified in the AO, or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the AO, the sole liability of Network.com Pty Ltd and exclusive remedy of Advertiser shall be limited to, at Network.com Pty Ltd's sole discretion, placement of the advertisement at a later time in a comparable position, or extension of the End Date specified in the AO until the total impressions are delivered. In no event shall Network.com Pty Ltd be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any).

8. Advertiser's Representations; Indemnification.

The Advertiser represents and warrants to Network.com Pty Ltd, and Third Parties (if any), that Advertiser holds all necessary rights to permit the use of the advertisement by Network.com Pty Ltd for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law.

9. Confidentiality.

"Confidential Information" shall mean (i) advertisements, prior to publication; (ii) the AO and any Network.com Pty Ltd statistics that shall be deemed Network.com Pty Ltd Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During the term of this Agreement, and for a period of two years following any End Date, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of Section 9 by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.