

AUSTRALIAN TOP STOCK ADVERTISING TERMS

These terms apply to all advertising provided to any person (a 'Customer') by Australian Top Stock Propriety Limited ABN TBA

1. Publication of Advertising

1.1 Subject to these Terms, Australian Top Stock will use its reasonable endeavours to publish advertising submitted by Customers ('Advertising') in the format submitted by the Customer and in accordance with the placement instructions of the Customer. 'Advertising' includes images submitted for publication.

1.2 Customer grants Australian Top Stock a worldwide, royalty-free, nonexclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form and in any medium. Australian Top Stock will publish all Advertising online via the publicly accessible website www.australiatopstock.com.au. Certain supplied Advertising may also be used for Australian Top Stock print media purposes. Customer warrants that it has the right and authority to grant Australian Top Stock the licence referred to in this clause 1.2

2. Right to Refuse Advertising

2.1 Neither these Terms nor any written or verbal quotation by Australian Top Stock represent an offer to publish Advertising. A binding contract in relation to a request for Advertising will only be formed between Australian Top Stock and a Customer when Australian Top Stock accepts the Advertising in writing or generates a tax invoice for that Advertising.

2.2 Even if a contract has been formed in accordance with the above clause, Australian Top Stock reserves the right to refuse or withdraw from publication any Advertising at any time without giving reasons (even if the Advertising has previously been published by Australian Top Stock).

3. Right to Vary Format and Placement

3.1 Australian Top Stock reserves the right;

(a) to vary the placement of Advertising within a particular print title or Internet site; and
(b) whereby or purposes of print format, to change the format for print Advertising (including but not limited to changing a format from colour to black and white and vary size of Advertising).

3.2 Australian Top Stock will endeavour to notify the Customer of any such changes. However, except in accordance with clause 12, Australian Top Stock will not be liable for any costs, expenses, losses or damages suffered or incurred by a Customer arising from Australian Top Stock's failure to publish Advertising in accordance with a Customer's request.

4. Submission of Advertising

4.1 Customer warrants to Australian Top Stock that the Advertising and the publication by Australian Top Stock of the Advertising does not breach or infringe:

- (a) the Trade Practices Act, Fair Trading Acts (State) or equivalent legislation;
- (b) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
- (c) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
- (d) State or Commonwealth anti-discrimination legislation;
- (e) the Privacy Act;
- (f) any financial services law as defined in the Corporations Act 2001; or
- (g) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

4.2 Customer warrants that in respect of Advertising that contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy.

4.3 Customer must not submit Advertising for publication that contains contact details for the Customer unless those contact details include the full name and street address of the Customer. Post office box and email addresses alone are insufficient.

4.4 If a Customer submits Advertising that looks, in Australian Top Stock's opinion, like editorial material, Australian Top Stock may publish the Advertising under the heading 'Advertising' and with a border distinguishing it from editorial.

4.5 Australian Top Stock will endeavour to take reasonable care of Advertising material in its custody and control, but will not be responsible for any loss or damage to Advertising material (even if caused by Australian Top Stock's negligence).

4.6 If the Customer submits Advertising material electronically, the material must comply with Australian Top Stock's specifications. Australian Top Stock may reject the Advertising material if it is not submitted in accordance with such specifications.

5. Classified Advertising

5.1 Australian Top Stock will publish classified Advertising under the classification heading that it determines is most appropriate. Classified Advertising headings are for the convenience of readers and are determined at the discretion of Australian Top Stock.

5.2 Australian Top Stock will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

6. Online Advertising

6.1 For online banner and display Advertising, the Customer must:

(a) excluding pre-paid (set duration) Advertising, cancel online Advertising in writing at least 7 days before the publication date; and

(b) submit creative materials and a click-through URL to Australian Top Stock at least 3 working days (5 working days for non-gif material) before the scheduled publication date. Australian Top Stock reserves the right to charge the Customer for online Advertising cancelled on less than 7 days notice or if creative materials are not submitted in accordance with clause 6.1(b).

6.2 All online Advertising (including rich media) must comply with Australian Top Stock's advertising specifications, which are displayed online.

6.3 Australian Top Stock will not measure online display and banner Advertising (including impressions delivered and clicks achieved) through its own ad-serving systems. Billing for online Advertising will be subject to set rates as defined within the Rate Card available online. Results from Customer or third party ad-servers will not be accepted for the purposes of Australian Top Stock's billing and assessment of Advertising.

6.4 Subject to clause 12, Australian Top Stock is not liable for any loss, damages or liabilities arising from a failure of the internet or any telecommunications structure.

6.5 Customer acknowledges that Australian Top Stock may at its discretion include additional features or inclusions such as third party advertisements within online classified Advertising.

7. Errors

7.1 The Customer must promptly:

(a) check proofs of Advertising, if these are provided to the Customer by Australian Top Stock; and

(b) notify Australian Top Stock of any errors in the proofs or any published Advertising.

7.2 Australian Top Stock does not accept responsibility for any errors in Advertising placed over the telephone.

7.3 If a Customer wishes to make a claim on Australian Top Stock for credit, re-publication or any other remedy in respect of Advertising, the Customer must send the claim in writing to Australian Top Stock no later than 14 days after the date of publication of the Advertising.

7.4 Australian Top Stock will only investigate complaints during normal office hours (9am to 5pm, Monday to Friday excluding public holidays).

8. Advertising Rates and GST

8.1 The Customer must pay for Advertising at the rates in Australian Top Stock's Rate Card, unless otherwise agreed, at the casual rate. Rate Card rates may be varied at any time by Australian Top Stock without notice.

8.2 If the Rate Card rates do not include GST, Customer must pay GST at the same time as it pays for the Advertising. Australian Top Stock will provide Customer with a tax invoice or adjustment note (as applicable) in a GST compliant form.

8.3 The Customer's eligibility for discounts and rebates will be based on the Customer's GST-exclusive advertising spend.

9. Credit

9.1 Australian Top Stock may grant, deny or withdraw credit to a Customer at any time in its discretion.

9.2 The Customer must ensure that its Customer account number is available only to those of its employees authorised to use it. The Customer acknowledges that it will be liable for all Advertising requested with the quotation of the Customer's account number.

10. Payment

10.1 The Customer must pay for Advertising:

- (a) by pre-payment, if so required by Australian Top Stock;
- (b) if Advertising on account, within 7 days after the date of the invoice; and
- (c) within 30 days after the date of the invoice if a commercial account has been established with Australian Top Stock.

10.2 The Customer must pay:

- (a) for online Advertising in accordance with the size of the Advertising material lodged by the Customer in accordance with Australian Top Stock Advertising Display Specifications, or the Advertising space ordered by the Customer, whichever is greater; If Customer fails to provide the copy or material for space that is booked, Customer will still be charged unless a cancellation is approved by Australian Top Stock.
- (b) the full price for Advertising even if Australian Top Stock has exercised its right to vary the format or placement of the Advertising and even if there is an error or omission in the Advertising (unless the error or omission was the fault of Australian Top Stock).
- (c) Any electronic transmission costs.

11. Failure to Pay and other Breach

11.1 If a Customer fails to pay for Advertising in accordance with clause 10 or if a Customer suffers an Insolvency Event as defined in clause 11.2, Australian Top Stock may (in its discretion and without limitation):

- (a) cancel any provision of credit to the Customer;
- (b) require cash pre-payment for further Advertising;
- (c) charge interest on all overdue amounts at the rate 2% above the National Australia Bank Overdraft Base Rate;
- (d) take proceedings against the Customer for any outstanding amounts;
- (e) recover from the Customer all costs relating to any action taken by Australian Top Stock to recover amounts owing for Advertising, including without limitation any mercantile agency costs and legal costs on a full indemnity basis;
- (f) cease publication of any further Advertising on behalf of the Customer and terminate any agreement in relation to Advertising not yet published; and
- (g) exercise any other rights at law.

11.2 A Customer suffers an 'Insolvency Event' if:

- (a) the Customer is a natural person and the Customer commits an act of bankruptcy;
- (b) the Customer is a body corporate and the Customer:
 - (i) cannot pay its debts as and when they fall due;

- (ii) enters an arrangement with creditors other than in the ordinary course of business;
- (iii) passes a resolution for administration, wind up or liquidation (other than for the purposes of re-organisation or reconstruction);
- (iv) has a receiver, manager, liquidator or administrator is appointed to any of its property or assets; or
- (v) has had a petition presented for the winding up of the Customer.

11.3 Australian Top Stock reserves the right to withhold any discounts or rebates if the Customer fails to comply with its payment obligations.

11.4 A written statement of debt duly signed by an authorised employee of Australian Top Stock shall be prima facie evidence and proof of the amount owed by the Customer to Australian Top Stock.

12. Liability

12.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Australian Top Stock in connection with the Advertising.

12.2 Australian Top Stock excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as conditions and warranties implied by the Trade Practices Act and equivalent State acts) which cannot by law be excluded ('Nonexcludable Condition').

12.3 Australian Top Stock limits its liability:

(a) for breach of any Non-Excludable Condition (to the extent that liability for such breach can by law be limited); and

(b) for any other error or omission in published Advertising caused by Australian Top Stock, at Australian Top Stock's option, to re-supply of the Advertising affected by the breach, or payment of the cost of re-supply.

12.4 Subject to clauses 12.2 and 12.3, Australian Top Stock excludes all other liability to the Customer for any costs, expenses, losses and damages suffered or incurred by the Customer in connection with these Terms and any Advertising published by Australian Top Stock, whether that liability arises in contract, tort (including by Australian Top Stock's negligence) or under statute. Without limitation, Australian Top Stock will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

12.5 The Customer indemnifies Australian Top Stock and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

13. Privacy

13.1 Australian Top Stock collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. Australian Top Stock may disclose this personal information to its related companies, to credit reporting agencies and other third parties as part of provision of the Advertising. Where a Customer has an overdue account, Australian Top Stock may disclose personal information to debt collection agencies to recover the amount due.

13.2 Customers may gain access to their personal information by writing to Australian Top Stock at office contact details displayed on the website. More information about privacy and accessing personal information is in Australian Top Stock's privacy policy which is accessible at www.australiantopstock.com.au .

14. General

14.1 These Terms, together with any other written agreement between the Customer and Australian Top Stock relating to these Terms, represent the entire agreement of the Customer and Australian Top Stock in relation to Advertising. They cannot be varied except in writing by an authorised officer of Australian Top Stock. No purchase order or other document issued by the

Customer will vary these Terms.

14.2 Australian Top Stock will not be liable for any delay or failure to publish Advertising caused by a factor outside Australian Top Stock's reasonable control (including but not limited to any Act of God, war, breakdown of services, industrial dispute, electricity failure, governmental or legal restraint).

14.3 Australian Top Stock may serve any notice on a Customer by sending it by pre-paid post or facsimile to the last known address of the Customer.

14.4 These Terms are governed by the laws of the state of:

- (a) Victoria, in relation to Advertising published on www.australianopstock.com.au ; and
- (b) New South Wales, in all other cases. Each party submits to the non-exclusive jurisdiction of the courts of the relevant State.