

## Ashop Commerce Terms and Conditions

This Agreement is between Ashop Commerce PTY LTD (ACN 111 256 896) of 3/51 Crown Rd Queenscliff NSW 2096 Australia, (“Ashop Commerce”) and you (“Merchant”).

### RESTRICTIONS ON USE OF MATERIALS

This service is owned and operated by Ashop Commerce. No material from [www.ashop.com.au](http://www.ashop.com.au), [www.ashopcommerce.com](http://www.ashopcommerce.com), [www.ashopcommerce.co.uk](http://www.ashopcommerce.co.uk) or any Web Site owned, operated, licensed or controlled by Ashop Commerce PTY LTD may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way unless permission has been expressly granted by Ashop Commerce.

By accepting the Terms and Conditions of this agreement, the Merchant: (a) represents and warrants that he or she is 18 years old or older; (b) agrees to provide true, accurate, current and complete information about the Merchant as prompted by the Account Registration Form; and (c) agrees to maintain and update this information to keep it true, accurate, current and complete. If any information provided by the Merchant is untrue, inaccurate, not current or incomplete, Ashop Commerce has the right to terminate the Merchant's account and refuse any and all current or future use of the Service.

All Ashop Commerce terms and conditions previously agreed to apply to this document.

These terms and conditions outline a 24 month contract between Ashop Commerce and the merchant, this contract entitles the merchant for the free service of custom website design provided by Ashop Commerce.

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### 1. Payments

**1.1** Payments to Ashop Commerce are required on a monthly basis on a binding contract of 24 months starting from the sign up date of the merchants online store and/or a signed copy of this agreement is returned to Ashop Commerce. Fixed payments will be due on the same calendar day as the initial purchase date for each month. Any accrued charges will be due starting from the same calendar day as the initial purchase date of the second calendar month and will be added to the fixed amount due.

**1.2** The Merchant is billed under clause 1.1 above to the credit card number given to Ashop Commerce at the time of registration or to such other credit card number which Merchant shall so designate, any changes to credit cards must be given to Ashop Commerce before the payment due date. The Merchant agrees to pay the fee for the full contractual period to Ashop Commerce. Fees are deducted automatically from the merchants credit card unless a full thirty (30) days written notice is given to cancel once the contractual period has ended, yearly account fees are automatically renewed and charged unless Ashop is provided with thirty (30) days written notice.

**1.3** Application and Use Fee. Merchant shall pay any applications fees, user fees, including but not limited to monthly fees, any taxes according to the Ashop Commerce's then-applicable fee schedule. Merchant shall pay all amounts due to Ashop Commerce on the same calendar day of the due date each month. If this payment can not be made within the applicable due date, contact Ashop Commerce and we will decide the action to be taken on the merits of each case in accordance with clause 1.4.

**1.4** Late Payments. If Merchant fails to pay any fees by the applicable due date, Ashop will have the right to: (a) assess late charges in an amount equal to the greater of five percent (5%) per month or the maximum allowable under applicable law; and/or (b) suspend access to any or all of the Ashop Commerce services and/or performance of the services provided by Ashop Commerce hereunder and/or terminate this agreement. Access to the merchants store will be suspended automatically ten (10) days from the due date if the merchant fails to correct fees due to Ashop Commerce. Any such suspension or termination will not relieve the Merchant from paying the total outstanding and remaining fees for the entire contractual period plus interest and late charges. Merchant will be responsible for any costs associated with collecting such fees including, without limitation, legal costs, attorneys fees, court costs and collection agency fees.

**1.5** Taxes. Merchant will pay or reimburse Ashop Commerce for all sales, use, transfer, privilege, excise and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by Ashop Commerce under this agreement, excluding, however, income

taxes or gross receipts taxes which may be levied against Ashop Commerce. Such taxes may be reflected on Merchant invoices.

**1.6 Fifteen Day Money back Guarantee.** The merchant agrees to waive the 15 day money back guarantee with Ashop Commerce for this 24 month contract. Ashop Commerce will not refund the merchants monthly membership and/or Annual membership fees.

**1.7** Ashop Commerce is an International company based in Australia . All transactions are therefore charged in Australian dollars. Due to the constant fluctuation in exchange rates, this may result in some very small variations in the dollar value that is charged to the customer .Ashop Commerce cannot be held responsible for any variations in International exchange rates that may be imposed by a customer's banking institution.

## **2. GST**

**2.1** Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST for outside Australia and inclusive of GST within Australia.

**2.2** In this clause the expressions “consideration”, “GST”, “input tax credit”, “recipient”, “supply” and “tax invoice” have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

**2.3** If GST is payable by the supplier on any supply made under this Agreement the recipient will pay to the supplier an amount equal to the GST payable on the supply. That amount will be paid at the same time that the consideration for the supply is payable under the Agreement and will be paid in addition to the consideration. The supplier shall upon receiving that amount from the recipient provide the recipient with a tax invoice in respect of the supply.

**2.4** If at any time an adjustment event arises in respect of any supply made by the supplier under this Agreement, a corresponding adjustment will be made between the supplier and the recipient in respect of any amount paid to the supplier by the recipient under this clause and payments to give effect to the adjustment will be made.

**2.5** Where the recipient is required to pay for or reimburse an expense or outgoing of the supplier, the amount to be paid by the recipient is the amount of the expense or outgoing less any input tax credit in respect of such expense or outgoing that the supplier is entitled to.

## **3. Term and Termination**

**3.1** This agreement will commence on the date you or a representative on your permission agrees to Ashop Commerce's terms and conditions and receives services, it shall continue thereafter for a minimum of 24 months.

**3.2** Termination by Ashop Commerce. Ashop Commerce shall have the right, upon notice to Merchant, to terminate this Agreement specifically if: (a) Merchant fails to timely pay Ashop Commerce any amount due to Ashop Commerce under this Agreement; (b) Merchant materially breaches any term or condition this Agreement; or (c) Merchant (i) terminates or suspends its business activities; (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

**3.3** Termination by Merchant. Merchant will have the right, upon written (delivered via e-mail, post or fax ) to Ashop Commerce's office, to terminate this contract for any reason at any time, the remaining monthly or yearly payments for the total contractual period of 24 months will be payable to Ashop Commerce by the merchant in full.

**3.4** Obligations upon Termination or Expiration and Non-Renewal. Upon the expiration and non-renewal or termination of this Agreement for any reason, except for non-payment: (a) Merchant's access to, and use of, the Ashop Commerce Services will terminate; (b) Ashop Commerce will make available to Merchant all Merchant documents and other materials stored by Merchant on the Ashop Commerce Server; and (c) each party shall return any and all Confidential Information in its possession to the party that disclosed such Confidential Information and provide written verification of same.

**3.5 Deletion of Information.** Upon termination, Ashop Commerce reserves the right to delete from its servers, after offering to return information, any and all information contained in Merchant's account, including but not limited to order processing information, mailing lists, and any Web pages generated by the Software, without liability for any loss, costs, expense or damage suffered by Merchant

**4. Changes to this Agreement**

Ashop Commerce will occasionally update this agreement. When we do, we will also revise the "last updated" date at the top of the Agreement statement.

This agreement constitutes the entire agreement between the parties as to its subject matter to the exclusion of any prior agreement whether written or oral express or in any way implied.

The construction, validity and performance of this agreement shall be governed in all respects by the law of New South Wales Australia and the parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales Australia.

If any provision of this agreement is held to be invalid or unenforceable for any reason it shall be severable and shall not affect the remaining provisions of this agreement.

References to any party to this agreement shall be deemed to be references to or include as appropriate there respective successors and permitted assigns.

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This Terms of Service Agreement ("**Agreement**") is entered into as of the date on which the Merchant first uses the Ashop Services (as defined below)

**Merchant;** .....

(Enter company name here)

.....

(Enter representative name here)

(sign) ..... (Date)...../...../.....