

## CONDITIONS GOVERNING LINKING TO THE WEB JINGLES ONLINE WEB SITE

**[COMPANY]** ACN **[ ]** *[insert name and ACN of company]*

You may link to certain material contained on the Web Jingles Online web site located at [www.webjingles.com.au](http://www.webjingles.com.au) ("Site") if you have read and accept the conditions set out below. **Please read these conditions carefully.** You can accept these conditions by completing the information required at the end of these conditions and signing these conditions where indicated.

Web Jingles Online reserves the right to change these conditions at any time. Web Jingles Online will endeavor to provide you with advance notice of any changes but it is not always possible to do so. For this reason, you should check the conditions contained on the Site regularly. A reference in this document to "these conditions" means these conditions as amended from time to time.

1. **Web Jingles Online logo/text link/trade marks:** These conditions allow you to link to the Site using the Web Jingles Online trade mark set out in the Schedule. You must not use any other Web Jingles Online trade marks, logos or text links to link to the Site without first obtaining the written permission of Web Jingles Online.
2. **Information:** You may only link to the page(s) of the Site specified at the end of these conditions. You must obtain the prior written agreement of the Director of Web Jingles Online or his or her delegate if you would like to link to any other page of the Site.
3. **Your Obligations:**
  - 3.1 You must only use the Web Jingles Online name for linking to the Site in accordance with these conditions.
  - 3.2 You must not frame any material contained on the Site.
  - 3.3 You must not use the Web Jingles Online name or any other material on the Site in a manner which, in the opinion of Web Jingles Online:
    - (a) represents or conveys the impression that Web Jingles Online has approved or recommends any of your products or services;
    - (b) unless expressly agreed in writing by Web Jingles Online, represents or conveys the impression that you (or any of your related bodies corporate or personnel) are related to, associated with or sponsored by Web Jingles Online;
    - (c) makes fun of or satirizes the Web Jingles Online name;
    - (d) disparages or defames Web Jingles Online or any of its products or services; or
    - (e) breaches any applicable laws.

- 3.4** You must ensure that when you link to the Site you do so in a manner that:
- (a) does not interfere with or obscure any Web Jingles Online trade marks, logos or other material on the Site; and
  - (b) allows a person accessing your Internet site to see the same information and be able to navigate through that information in the same way as would a user accessing this Site directly.
- 3.5** The Internet site that links to the Site must not contain any material that is defamatory, pornographic, unlawful or otherwise contrary to accepted standards of public decency and good taste.
- 4. Inspection Rights:** You agree to allow Web Jingles Online access to your Internet site at any time (and you must ensure that Web Jingles Online has all necessary access codes as current from time to time) for purposes of reviewing your compliance with these conditions.
- 5. Intellectual Property Rights:** Nothing in these conditions transfers or grants any intellectual property rights in the material contained in the Site, the Web Jingles Online name or trade marks.
- 6. Indemnity:** You agree to indemnify Web Jingles Online and keep Web Jingles Online indemnified against all claims, losses, damages, expenses and legal costs that Web Jingles Online may sustain or incur as a result, whether directly or indirectly, of you linking to the Site, your use of any material contained in the Site, the Web Jingles Online name or trade marks, your negligence, any breach by you of these conditions or any applicable laws.
- 7. Liability:** To the extent permitted by law, Web Jingles Online excludes any liability it may have to you arising out of or in connection with your linking to the Site (including but not limited to liability for indirect or consequential such as losses lost profits, lost revenue or loss of data).
- 8. Termination**
- 8.1** Web Jingles Online can terminate your right to link to the Site at any time by giving you notice (including, without limitation, by email, which is deemed to be given when sent by Web Jingles Online) or by placing a notice on this Site).
- 8.2** On termination of your right to link to the Site, you must immediately stop using the Web Jingles Online name and linking to the Site.
- 9. Entire Agreement:** These conditions represent the entire agreement between you and Web Jingles Online in relation to linking to the Site and supersede any prior agreements (oral or written), representations or understandings in relation to its subject matter (including without limitation any terms contained on your Internet site).

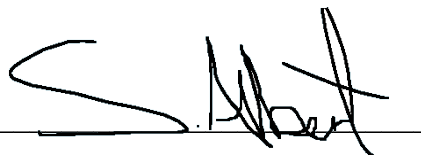
10. **Governing Law:** These conditions are governed by the laws of the State of New South Wales, Australia.

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In order to be able to link to the Site you need to complete your details required in the box below and sign where indicated. By signing these conditions you signify that you are authorized by the entity which proposes to link to the Site to enter into this agreement on its behalf.

<b>Contact Name</b>	
<b>Company/entity name</b>	ACN
<b>Signature</b>	
<b>Postal Address</b>	
<b>email address</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>URL of Internet site that will link to the Site</b>	
<b>Page(s) to which you may link.</b>	<a href="http://www.webjinglesonline.com.au">http://www.webjinglesonline.com.au</a>

Signed by:



Name: Stephane P.A Albert  
Title: Director  
Date:

For and on behalf of **Web Jingles Online**

## **SCHEDULE**

(Web Jingles Online trade mark to be used as a link to the Site)