

# Application for a sponsored website

Please complete the information at the bottom of this page, sign by an authorised club official and fax to (02) 9412 2588 or mail to PO Box 272, Harbord, NSW, 2096

## 1 Background

WebSuburb provides website facilities to community organisations, sporting clubs and other not for profit associations.

## 2 Description of the service

This service includes the following:

- A website built with the open source code provided by DotNetNuke (www.dotnetnuke.com) in terms of the public licence.
- Hosting and management of the website.
- Administrator access to the website for up to three officials designated by the organisation in writing from time to time.

## 3 Revenue

- WebSuburb shall be entitled to place advertisements on the pages of the organisation website or on electronic newsletters distributed via the website.
- All revenue earned from the website shall be shared between the organisation and WebSuburb.
- The revenue sharing arrangement shall be as published in the standard

tariff from time to time. WebSuburb reserves the right to amend the standard revenue share where advertising restrictions placed by the club limit the ability to earn advertising revenue from the website.

- At the time of entering into this agreement, revenue is shared equally between WebSuburb and the club.
- Where the club chooses to receive donations via the website, then the revenue share attributable to WebSuburb shall be 7.5%.
- Revenue attributable to the organisation shall be credited to an account in the name of the organisation. Any costs incurred by the organisation shall be deducted from this account and the net balance settled in cash within 30 days of the end of a month.

## 4 Costs

- WebSuburb will charge the organisation in accordance with the standard tariff applicable and published on the website from time to time.
- The club acknowledges that the basic website, hosting, initial training and email package is free but that premium services used by the club have to be paid for.
- WebSuburb undertakes to give the organisation 30 days written notice of any changes in the tariff.

## 5 Liability

WebSuburb can not and does not accept any liability for losses incurred directly or indirectly through the

website. This includes but is not limited to computer viruses or other malicious computer damage suffered by either the club or officials of the club, loss of revenue through fraud or any other reason, breach of privacy or other event.

## 6 Privacy

WebSuburb respects the privacy of information recorded on the website. Personal information will not be disclosed to any third party, other than as required by statutory obligations. Information will not be sold or rented to any third party. Members may log on to the website at any time to view, amend or delete their personal information. The information stored on the website is the entire information about the individual held by WebSuburb.

## 7 Termination

The club or WebSuburb may terminate the website at any time without cause or explanation. WebSuburb will terminate the website if, in its sole discretion, it believes that the club has committed an unlawful or undesirable act or has not complied with the Terms of Use policy

## 8 Jurisdiction

Any dispute under this agreement shall be determined in New South Wales, Australia.

Signature of authorised club official: \_\_\_\_\_ Date: / /

N.B. The signatory warrants that they have they have the capacity and authority to make this application on behalf of the club.

Full Name of signatory: \_\_\_\_\_

Capacity: \_\_\_\_\_

Full name of the club or association: \_\_\_\_\_

ABN or other registration number of the association: \_\_\_\_\_

Contact telephone or mobile number: \_\_\_\_\_ Email: \_\_\_\_\_

Check list:

- Ensure signed by an authorised club official
- Fax to (02) 9412 2588
- Mail to PO Box 272, Harbord, NSW, 2096