

FRESHPEAKS BUSINESS SERVICES WEB HOSTING AGREEMENT

What's the Freshpeaks Business Services Web Hosting Service?

1. This PACKAGE permits publication or advertising by Client of Client's own business services on the Freshpeaks Website. The content of the business services publication is directly uploaded by Client onto the Freshpeaks Website in the location of the ski resort/snowtown to which that service corresponds.

What Service Fees have to be paid to Snowworld Productions Pty Ltd ("SWP" – i.e. Freshpeaks)?

2. This PACKAGE Service Fee is US \$95 per year. Client will pay this Service Fee before Freshpeaks provides any service to Client.
3. The Service Fee lasts for one year of service. Freshpeaks will not automatically deduct further service fees from Client without Client's consent.

Other matters:

4. Client warrants that:
 - (a) it has the right to use any applicable trademarks or copyrighted material used in connection with this PACKAGE;
 - (b) any content that it uploads onto the Freshpeaks Website is accurate;
 - (c) it will not put onto the Freshpeaks Website any language that is ordinarily considered offensive, whether by virtue of the words used or the context; and
 - (d) it will provide its customers with reasonable quality service in the ordinary course of business.
5. Unless specifically approved by SWP, SWP does not permit hyperlinks from Client's pages on the Freshpeaks Website except hyperlinks to Client's own webpage.
6. To achieve consistent quality content across the entire Freshpeaks Website, SWP reserves the right to modify any of Client's content (whether relating to Clauses 4 or 5 above or otherwise) provided that SWP consults Client before making the modification.
7. SWP will not be responsible or liable for any damage that may be suffered by Client for any reason relating to this PACKAGE, whether direct or indirect, including without limitation damage arising from loss of data resulting from delays, non-deliveries or service interruptions. SWP's maximum liability towards Client under any circumstances (except wilful misconduct/ gross negligence) is the amount of Client's paid-up Service Fee for the year in which the liability arises.
8. This Agreement is governed by the laws of Victoria, Australia. Any dispute, controversy or claim arising out of or in relation to this Agreement, including any disputes about the validity, invalidity, breach or termination thereof, will be finally decided by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date the Notice of Arbitration is submitted. The seat of arbitration will be Geneva, Switzerland, the language will be English, and there will be a single arbitrator. If this arbitration clause fails for any reason, the courts of Victoria, Australia, have exclusive competence over the dispute.
9. Client accepts this offer from SWP by clicking through its acceptance on the Freshpeaks website. The date of Client's click-through acceptance is the date of this Agreement.