

TERMS & CONDITIONS OF TRADE

1. DEFINED TERMS

1.1. In these Terms and Conditions of Trade:

“**Condition**” means a condition contained in these Terms and Conditions of Trade;

“**Contract**” means these Terms and Conditions of Sale together with your Order and signed

Syngatism.com Software Licence Agreement;

“**GST**” means a Goods and Services Tax within the meaning of the GST Act;

“**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999*;;

“**Invoice**” means the tax invoice emailed to you showing the price of the Product and which is your

proof of purchase;

“**Purchase**” means an order placed by you in accordance with these Terms and Conditions of Sale;

“**Purchase** ” means the section on the www.easyseosoftware.com website or on the www.synagism.com website titled “Buy Product Now” or “Buy Products Now”;

“**Licence Code**” or “**Customer Number**” or similar means the number issued by us to you used to access the Download;

“**Synagism Product**” or “**Product**” means the Synagism software package(s) sold on the Synagism website and on the EasySeoSoftware website (and the individual components thereof) or separate individual Synagism Product(s) including web design materials and tools, video and audio creation editing and compression materials and tools, website search engine optimization ranking materials and tools, secure electronic file storage retrieval and delivery tools, website audio and video embedding materials and tools, creation and delivery of audio and video for mobile devices materials and tools, creation and delivery of audio and video for Personal Computers, copyright works (including artistic and literary works), sound recordings, cinematograph films and published editions of works, together with broadcasts (if any) and:

(a) the service (including a teletext service) that provides only data or only text (with or without associated images);

(b) the service that makes programs available on demand on a point-to-point basis including dialup service;

(c) all of the information provided with Synagism products, including but not limited to:

(i) Synagism or third party software files and other computer information; and

(ii) related explanatory written materials and files (“Documentation”);

(d) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by Synagism at any time, to the extent not provided under a separate agreement (collectively, “Updates”) all having the technical specifications and platform requirements described and set out in the Schedule and which are listed on the Synagism.com website which we agree to supply to you on these Terms and Conditions of Sale;

“**Software**” means any software comprised in the Product including without limitation bundled software and stand-alone software;

“**Synagism**”, “**we**”, “**us**” and “**our**” refers to Synagism.com, a division of Synagism Pty Ltd (ACN 112 290 972) of 169A Jasper Road, Bentleigh Victoria, Australia 3204;

“**Synagism software**” means software sold using Synagism.com website and on the “EasySeoSoftware.com” website. The website www.easyseosoftware.com, is a website owned by Synagism Pty Ltd (A.C.N 112 290 972).

“**Synagism Website**” means our website located at www.synagism.com;

“**EasySeoSoftware Website**” means the website located at www.easyseosoftware.com;

“**Working Day**” means any day other than a Saturday, Sunday or a Public Holiday in Victoria, Australia.

2. SALES TO END USERS

2.1 Synagism sells Product to end-users principally using the download mechanism off the website www.synagism.com as well as www.easyseosoftware.com accessible by email instructions that provides the download details as well as authorization details, issued after payment is confirmed.

2.2 Physical Delivery of a CD and Manuals are at an Extra cost, with the costs fully Borne by the recipient of the Product(s).

3. PURCHASE PROCESS

3.1 You may purchase Synagism Products by:

- (a) accessing the “Buy Products Now” section on the Synagism Website or “Buy Product Now” on the EasySeoSoftware website;
- (b) selecting the Product(s) from the Listing and filling out the Billing information;
- (c) accepting these terms and conditions of trade;
- (d) accepting the Synagism Licence Agreement; and
- (e) Clicking the ‘Pay Now’ button on the Synagism Website or clicking “Buy” link on the EasySeoSoftware website ;

4. SUPPLY OF YOUR PRODUCT

4.1. Subject to these Terms and Conditions of Sale, we will supply to you the Product(s) as selected using a download from the www.synagism.com website or www.easyseosoftware.com website as appropriate.

5. PAYMENT METHODS

5.1. Credit Card / Paypal

5.1.1. You may pay for the Product by the methods as displayed on the Purchase Section of the Synagism Website and EasySeoSoftware website from time to time. Credit card / Paypal billing will be indicated at the completion of the steps set out in clause 3.2.

5.1.2. The price will be shown and agreed to be paid in American Dollars (USD)

5.1.3. You will receive a confirmation email confirming your purchase and indicating the download instructions for delivery of your product(s) once your payment has been approved.

5.2 Cheques or Money Orders

5.2.1. Synagism.com and EasySeoSoftware.com does accept money orders, personal and company cheques as valid forms of payment

If you wish to pay by cheque or money order you must Order via fax on +61 3 9563 9540 or by post with details of the Product(s). The cheque or money order must be in American Dollars (USD) and made payable to Synagism Pty Ltd. Please mail your payment to:

Synagism Pty Ltd
PO Box 63
Bentleigh VIC 3204
Australia

5.2.2. Synagism must receive your payment by way of cleared funds before download details can be provided Please allow Seven (7) business days for Order processing after payment has been received by Synagism and clearance from the Bank.

6. GST

6.1. Synagism purchases will include GST if you are resident within Australia or the supply is to take place in Australia. The applicable amount will be added onto the initial amount shown on the Website and will be shown as an extra item when you are Purchasing the Product(s).

(Note: A tax invoice if applicable will not be supplied unless the request is made and received by us in writing)

6.2. Purchases made by parties outside Australia for use of the Product outside Australia will NOT include GST.

7. PRICES

7.1. All prices listed on the Synagism Website and the EasySeoSoftware website are in American Dollars (USD). All purchases shall be made in American Dollars.

7.2. Synagism and EasySeoSoftware endeavours to offer you competitive pricing on Products.

We reserve the right to change prices for Products displayed at the Synagism Website and the EasySeoSoftware website at any time. Purchases completed before this date are not subject to any type of refund or rebate, or extra fees & charges.

8. DOWNLOAD AVAILABILITY

8.1. Download availability is the length of time it will take us to validate your credit card, cheque or money order. If specifically requested, shipping time is the length of time it will take for the package to travel from our offices to your shipping address.

8.2. For Physical delivery of CDRoms (that are additional to the Electronic Downloads), we make every effort to ship as soon as requested, but delivery times are subject to availability of supply.

8.4 Synagism endeavours to stay at the forefront of technological development of its Products. For this reason we reserve the right to withdraw versions from sale or to cease updating after a new version is developed.

9. SOFTWARE LICENSING

9.1. All Software is licensed to you on the conditions of the Synagism.com Software Licence Agreement.

10. YOUR RIGHT TO RETURN PRODUCTS

10.1. Please note that we do not permit the return of, or normally offer refunds for the following:

(a) Electronic software downloads;

(b) Software upgrades.

(c) Opened software (if sent via shipping, or purchased from Retail outlet);

10.2. If you are not satisfied with your Product please contact us at the address on the relevant website from which you bought the Product within Ten (10) calendar days of Purchase. Please note clause 10.1 applies.

10.3 Synagism website and EasySeosoftware website may from time to time offer special Refunds. Such refunds are only be made in accordance with the Guarantee set out there.

11. DEFECTIVE ITEMS

11.1. If you discover what you believe to be a product defect for any Synagism Product please contact us via email at the address set out on the relevant website. Such a defect, if any, is covered under the terms of your Product warranty. Please refer to the warranty section of your Synagism.com Software Licence Agreement.

12. OTHER TERMS AND CONDITIONS

13.1. Synagism.com and EasySeoSoftware.com reserves the right to change the Terms and Conditions of Sale at Synagism.com and EasySeoSoftware.com at any time.

13.2. No Synagism (or related party's) employee or agent has the authority to vary any of Synagism's policies or the Terms and Conditions governing any sale except in written form.

13. OUR LIABILITY

13.1. These Terms and Conditions of Sale set out the full extent of our obligations and liabilities in respect to the supply of the Product and there are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract. Any warranty, condition or other term concerning the Product that might otherwise be implied into or incorporated in the Contract by statute, common law or otherwise (including without limitation any implied term as to quality or fitness for purpose) is hereby expressly excluded.

13.2. Notwithstanding Condition 13.1, nothing in the Contract excludes, restricts or modifies any condition, warranty, right or liability implied into this Contract (including any condition, warranty, right or liability imposed by the *Trade Practices Act 1974 (Cth)* or the *Fair Trading Act 1995 (Vic)* where to do so is illegal or would render any provision of this Contract void.

13.3. Nothing in the Contract shall limit or exclude our liability for death or personal injury caused by our negligence.

13.4. Subject to Conditions 13.2 and 13.3, we will not be liable under the Contract for any loss of income, loss of profits, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

13.5. Subject to Conditions 13.2, 13.3 and 13.4, our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product in question.

14. DATA PROTECTION

14.1. By placing your Order using the Product Purchase section of above named websites, you agree that we may store, process and use data collected from the website for the purpose of completing your Purchase.

14.2. All information collected by us, in relation to your order, will remain confidential and will not be on forwarded to any third party.

14.3. If you so indicate on the appropriate part of the Product Purchase page, by placing your Product Purchase Order you also agree that we may use such data, other than credit card details, in order to provide you with information from time to time on other Synagism products and services that may be of interest to you. If you do not agree to our using such data in order to provide you with information on other Synagism products and services you should indicate your non-agreement on the appropriate sections of the Product Purchase page of the website.

14.4. You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge an administration fee for processing such a

request. If any data held by us concerning you is incorrect, we will correct it on your written request.

15. GENERAL

15.1 The construction, validity and performance of this Contract shall be governed in all respects by the laws in force in the State of Victoria, Australia. The parties agree to submit and be subject to the jurisdiction of the Courts of Victoria, Australia.

15.2 This Agreement will not be governed by the conflict of law rules of any jurisdiction or the Vienna Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15.3 The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

15.4 Neither our failure nor your failure to enforce any term of the Contract constitutes a waiver of such term.

Such failure shall in no way affect the right later to enforce such term.

15.5 We shall not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfill or otherwise discharge any of our obligations under the Contract, to the extent that such delay or failure is caused by any circumstances beyond our reasonable control.

16. ENTIRETY

16.1. These Terms and Conditions of Sale, in conjunction with the Synagism.com Software Licence Agreement, constitute the entire understanding of the parties. These Terms and Conditions of Sale shall not be amended, in part or in full, in any way except in writing signed by the parties to these Terms and Conditions of Sale and specifically referring hereto.