



WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to www.nexawebdev.com (**Website**). The Website is an informational platform that showcases our web development services and provides a means for potential clients to learn about and contact us regarding our professional services. These include website development, search engine optimisation, website upgrades, artificial intelligence integrations, hosting services and ongoing maintenance. (**Services**).
- (b) The Website is operated by Nexa Web Development Pty Ltd (ACN 688484719). Access to and use of the Website, or any of its associated Products or Services, is provided by Nexa Web Development Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) Nexa Web Development Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Nexa Web Development Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
- (d) You agree that may, in its sole discretion and without prior notice, modify, discontinue, or restrict the use of any portion of the Website or Services, including the availability of any features, database, or content. shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website or Services.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Nexa Web Development Pty Ltd in the user interface.

3. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
 - (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and
 - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;



- (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Nexa Web Development Pty Ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Nexa Web Development Pty Ltd providing the Services;
- (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Nexa Web Development Pty Ltd;
- (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Nexa Web Development Pty Ltd for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

4. Payment (Paying Clients of Nexa Web Development Services)

- (a) All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website. Not this payment section is for paid services for current clients.
- (b) You acknowledge and agree that where a request for the payment of the is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the .
- (c) You agree and acknowledge that Nexa Web Development Pty Ltd reserves the right to vary its service offerings, pricing structure, and associated terms at any time. We will provide reasonable notice of any material changes through our Website or direct communication.



- (d) You acknowledge and agree that may, at its sole discretion and without prior notice, suspend or terminate your access to the Website and Services if you breach these Terms or engage in any conduct that believes, in its sole discretion, violates any applicable law or is harmful to the interests of , its affiliates, or any third party.

5. Refund Policy

- (a) Nexa Web Development Pty Ltd will only provide you with a refund of the in the event they are unable to continue to provide the Services or if the manager of Nexa Web Development Pty Ltd makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (**Refund**).
- (b) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.

6. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Nexa Web Development Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Nexa Web Development Pty Ltd or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Nexa Web Development Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (i) use the Website pursuant to the Terms;
 - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (iii) print pages from the Website for your own personal and non-commercial use.

Nexa Web Development Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Nexa Web Development Pty Ltd.

- (c) Nexa Web Development Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or



- (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Nexa Web Development Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
- (e) You acknowledge and agree that all content and materials available on the Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorised by , you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content.
- (f) You agree to indemnify and hold harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party.

7. Privacy

Nexa Web Development Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Nexa Web Development Pty Ltd's Privacy Policy, which is available on the Website.

8. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Nexa Web Development Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any



kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Nexa Web Development Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Nexa Web Development Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Nexa Web Development Pty Ltd; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.
- (d) Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

9. Limitation of liability

- (a) To the maximum extent permitted by law, Nexa Web Development Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will be limited to the lesser of: (a) the fees paid by you to Nexa Web Development Pty Ltd in the 12 months preceding the liability arising; or (b) AUD \$100. This limitation applies to any and all claims, whether individual, joint, or class in nature.
- (b) You expressly understand and agree that Nexa Web Development Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

10. Competitors



If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Nexa Web Development Pty Ltd. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Nexa Web Development Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

11. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Nexa Web Development Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) providing Nexa Web Development Pty Ltd with 14 days' notice of your intention to terminate; and
 - (ii) closing your accounts for all of the services which you use, where Nexa Web Development Pty Ltd has made this option available to you.

Your notice should be sent, in writing, to Nexa Web Development Pty Ltd via the 'Contact Us' link on our homepage.

- (c) Nexa Web Development Pty Ltd may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Nexa Web Development Pty Ltd is required to do so by law;
 - (iii) the provision of the Services to you by Nexa Web Development Pty Ltd is, in the opinion of Nexa Web Development Pty Ltd, no longer commercially viable.
- (d) Subject to local applicable laws, Nexa Web Development Pty Ltd reserves the right to immediately suspend, terminate, or cancel your access to the Website or Services under any of the following circumstances: (a) breach of these Terms or applicable laws; (b) engaging in fraudulent, deceptive, or misleading conduct; (c) failure to pay any fees within 14 days of the due date; (d) conduct that damages or may damage Nexa Web Development Pty Ltd's reputation or intellectual property rights; (e) actions that interfere with other users' access to the Website or Services; or (f) any conduct that poses a security risk. Nexa Web Development Pty Ltd will provide written notice of termination within 7 days of such action, except where immediate termination is necessary to prevent harm or damage.

12. Indemnity

You agree to indemnify Nexa Web Development Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:



- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

13. Dispute Resolution

13.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

13.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Mediation Association and the Resolution Institute.;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Sydney, Australia.

13.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible,



must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. Venue and Jurisdiction

The Services offered by Nexa Web Development Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

15. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.