

To the fullest extent legally permissible all dealings between the Customer and Big Picture Group Corporation A.C.N. 137 632 752 (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) whether trading as “Big Picture Group, Emote Digital, Bellman and/or otherwise [“Big Picture Group”] relating to any goods and/or any services [the “goods” and/or the “services”] are subject to the following terms and conditions [“these Terms”] unless otherwise expressly agreed in writing.

1. Payment

- a) Payment shall be made by cash, cheque, bank cheque or EFTPOS, without deduction and within 7 days from the date of each invoice.
- b) The Customer agrees to pay to Big Picture Group a sum which is not less than 60% of the amount of the total price quoted by Big Picture Group as a non-refundable deposit immediately upon accepting any quotation.

2. Interest

Interest shall be charged on overdue accounts at the Penalty Interest Rates Act 1983 (Vic) Interest rate plus 2%.

3. Property

- a) Upon payment in full of any amounts owing to Big Picture Group the Customer shall have a non-exclusive, perpetual and royalty-free licence to use any goods and/or designs supplied by Big Picture Group limited to the purpose, media and geographic area described in the quotation PROVIDED HOWEVER that the Customer does not manipulate or alter any material and/or designs supplied by Big Picture Group without Big Picture Group’s prior written consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, nothing herein shall oblige the Customer to seek the consent of Big Picture Group to any manipulation or alteration of the materials and/or design which is consistent with the functional intention of the goods, products or designs supplied by Big Picture Group to the Customer pursuant to these terms.”
- b) The Customer agrees that Big Picture Group shall retain copyright and all intellectual property rights (including all moral rights) associated with the materials and/or designs supplied by Big Picture Group and that Big Picture Group may re-use, alter any and all such materials and/or designs for future commercial, marketing and/or self-promotional purposes.
- c) Immediately on delivery the Customer accepts liability for the safe custody of goods and/or the services and indemnifies Big Picture Group for any related losses.

4. Limitation of Liability

- a) The Customer agrees to limit any claim to the cost of replacement goods or supply of equivalent goods and/or services.
- b) Big Picture Group shall not be liable for:
 - (i) any claim, loss or expense which is made after 7 days from the date of delivery of goods and/or services – after which there shall be deemed to have been unqualified acceptance;

- (ii) any loss and/or damage in respect of any property and/or premises;
 - (iii) any loss and/or damage resulting directly or indirectly from any act and/or omission of Big Picture Group and/or any of Big Picture Group’s agents;
 - (iv) any consequential loss and/or any special and/or punitive damages through any fault of Big Picture Group or otherwise;
 - (v) any loss and/or damage sustained by the Customer immediately after Big Picture Group ceases to provide website hosting services;
 - (vi) any errors or omissions resulting from the Customer’s failure to sign off on any of the services; and/or
 - (vii) any claim in any way caused and/or contributed to by the Customer and/or any third party.
- c) The Customer warrants that
 - (i) any information, designs or other material provided by it does not infringe any copyright, trademark or registered design, is not in breach of confidence and is not misleading and/or deceptive and
 - (ii) any statement made by it purporting to be factual is true.
 - d) These Terms shall prevail to the extent of any inconsistency with any other agreement, representation and/or warranty

5. Cancellations and Returns

The Customer agrees:

- a) not to cancel any order without Big Picture Group’s prior approval;
- b) not to return goods without Big Picture Group’s prior approval and if goods are not in brand new and unused condition with undamaged packaging and if 7 days or more have passed since delivery;
- c) not to return any goods which have been custom made, custom processed or custom acquired;
- d) that Big Picture Group shall be entitled to charge for any work performed up to the date of any cancellation;
- e) that Big Picture Group does not give cash refunds.

6. Quotations

The Customer agrees that:

- a) quotations must be in writing;
- b) Big Picture Group shall not be bound by any quotation if an order is not placed within 21 days from the date of quotation;
- c) Big Picture Group may prior to receipt of any order amend any

quotation and notify the Customer accordingly without ramification;

- d) Big Picture Group shall not be bound by any quotation if it forms the view that the subject matter of the quotation is to form part of a larger transaction or series of transactions with the Customer and if Big Picture Group also forms the view that those circumstances have substantially and/or materially changed;
- e) quotations remain confidential and the Customer shall not disclose the quotation to any other party directly or indirectly before accepting the quotation; and
- f) any corrections to original copy, additional material (including photos, illustrations and/or graphics), functionality, amendments and/or additions to the services are additional to the quotation.

7. Placement of Orders

The Customer agrees that:

- a) if any dispute arises concerning any order (including any question of identity, authority or any phone, fax or computer generated order) the internal records of Big Picture Group shall be conclusive evidence of what was ordered;
- b) each order placed shall be and be deemed to be a representation by the Customer made at the time that it is solvent and able to pay all of its debts as and when they fall due;
- c) when placing any order the Customer shall inform Big Picture Group of any facts which might reasonably affect acceptance of the order by Big Picture Group and/or any grant of credit and any failure to do so by or on behalf of the Customer shall be deemed to create an inequality of bargaining position, be deemed to constitute the taking of an unfair advantage of Big Picture Group and to be unconscionable, misleading and deceptive.

8. Customer Assistance

The Customer agrees to:

- a) supply all text in an electronic format; and
- b) supply all images in a format approved by Big Picture Group.

9. Supply and Delivery

- a) Big Picture Group may supply by installments and/or withhold or cancel supply without ramification where:
 - (i) the Customer is in breach of these Terms; and/or
 - (ii) Big Picture Group has any safety concerns.
- b) The Customer agrees that:
 - (i) Big Picture Group may elect to arrange delivery at its discretion in a method and/or format of Big Picture Group's choosing without any liability and at the cost and responsibility of the Customer in all things;
 - (ii) the Customer shall be deemed to have accepted delivery and liability for goods on and from the date that goods are emailed by Big Picture Group and/or uploaded onto a functional website or on being noticed by Big Picture Group that goods are ready

for collection and/or being delivered to a carrier or to the Customer's business premises whether attended or not;

- (iii) a certificate signed by an officer of Big Picture Group confirming delivery, a signed delivery docket and/or the internal email records of Big Picture Group shall each be conclusive evidence of delivery; and
 - (iv) Big Picture Group shall not be liable for delay, failure or inability to deliver any goods.
- c) The Customer agrees:
- (i) to pay for so much of any forward order as Big Picture Group invoices from time to time;
 - (ii) that no delay or failure to fulfil any part of any order shall entitle the Customer to cancel or vary any order or delay or reduce any payment; and
 - (iii) to pay Big Picture Group for any demurrage or other costs and expenses in handling and/or holding any goods once ready for delivery and/or collection.

10. Proofs and Printing

- a) Big Picture Group shall provide the Customer with proofs at completion of each stage for inspection and authorisation by the Customer. By signing or emailing acceptance of the proofs the Customer accepts responsibility for any and all errors in the proofs.
- b) Big Picture Group shall not proceed to the next stage until proofs have been signed or agreed to by email by the Customer.
- c) Big Picture Group shall not be liable for printing errors and/or differences in printing results from chemical proofs, colour copies and/or monitor displays.

11. Purchase Price

- a) In the absence of a binding quotation all sales are made at the price nominated by Big Picture Group at the time of delivery.
- b) All government imposts (including any GST or equivalent) shall be to the Customer's account.
- c) Prices exclude government imposts (including any GST or equivalent) and/or any out-of-pocket expenses (including all web-hosting, delivery, travel and courier's costs) levied by other service providers (unless Big Picture Group otherwise agrees in writing).

12. Variations

To be binding any variation or cancellation of these Terms or any order must be approved by Big Picture Group in writing.

13. Exclusions

- a) No dealing between Big Picture Group and the Customer shall be or be deemed to be a sale by sample.
- b) If Big Picture Group publishes material concerning its goods, services and/or prices anything so published which is incompatible with these Terms is unless otherwise stated expressly excluded.

- c) The Customer shall rely on its own knowledge and expertise in selecting any goods and/or services for any purpose and any advice and/or assistance given by or for Big Picture Group shall be at the Customer's risk and shall not be or be deemed to be given as expert or adviser nor to have been relied on by the Customer or anyone claiming through the Customer.
- d) All goods are sold subject to all applicable trading terms, warranties and representations of the manufacturer.
- e) Big Picture Group shall not be responsible nor liable for:
- (i) paying and/or obtaining any necessary judicial, statutory, government and/or utility fees, expenses, orders, approvals, permits and/or licences;
 - (ii) any failure to comply with any special requirements of the Customer or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any goods and/or services or otherwise);
 - (iii) any loss or damage arising out of any failure by Big Picture Group to meet any time stipulation required by the Customer;
 - (iv) supporting the services with advice, training, error correction, modification and/or installation of updates, new releases enhancements and/or otherwise; and/or
 - (v) Any loss or damage in any way arising from or in connection with any web site, web site module and/or service supplied by Big Picture Group in relation to the design, testing, installation, commissioning, use and/or possession of any such web site, web site module and/or service.
- f) Big Picture Group shall not be liable for any goods and/or services:
- (i) made or performed to designs, drawings, specifications and/or procedures etc. and/or with materials which are provided and/or approved (whether fully or in part) by or on behalf of the Customer;
 - (ii) utilised, stored, handled and/or maintained incorrectly or inappropriately; and/or
 - (iii) manufactured and/or supplied by any other party.
- g) The Customer agrees to:
- (i) check for compliance with all applicable laws, standards and/or guidelines before use, on-sale and/or application of the services;
 - (ii) comply with all applicable laws, standards and/or guidelines and with all recommendations and/or directions made and/or given by Big Picture Group and/or by any manufacturer; and
 - (iii) act in accordance with good practice at all times.

14. Default

- a) On default or breach of any part of these Terms by the Customer, Big Picture Group may inter alia terminate any contract, retain all monies paid, cease further deliveries and/or provision of services, recover all lost profits and/or at its discretion take immediate possession of any goods not paid for without prejudice to any other rights and without being liable in any way to any party.

- b) The Customer agrees not to commence or continue or permit to be commenced or continued through it any suit or action against Big Picture Group while the Customer is in default under any part of these Terms or in any of its dealings with Big Picture Group.
- c) Customer agrees to indemnify Big Picture Group for all fees and expenses payable to solicitors, mercantile agents and other parties acting on behalf of Big Picture Group in respect of anything instituted or being considered against the Customer whether for debt, possession of any goods or otherwise (including all legal costs on an indemnity basis).
- d) Big Picture Group may apply any payment in reduction of fees, interest and/or any principal debt in such order of priority as Big Picture Group in its discretion deems appropriate.
- e) The Customer irrevocably authorises the payment directly to Big Picture Group of any debt due to the Customer by any debtor of the Customer in reduction of any amount due to Big Picture Group under these Terms or otherwise.

15. Indemnity

The Customer fully indemnifies Big Picture Group against any claim or loss arising from or related in any way to any dealing between Big Picture Group and the Customer and/or arising under these Terms.

16. Other Terms and Conditions

No terms and conditions sought to be imposed by the Customer upon Big Picture Group shall apply.

17. Customer Restructure

The Customer shall notify Big Picture Group in writing of any change in its structure or management including any change in director, shareholder and/or management and/or any change in partnership and/or trusteeship within 7 days of each change. Until such notice is received the Customer guarantees the performance of all obligations passing to any third party and fully indemnifies Big Picture Group against all loss (including all legal costs on an indemnity basis).

18. Restrictive Covenant

The Customer shall not during this Agreement and for the period of 2 years commencing from the date of the last dealing between Big Picture Group and the Customer directly or indirectly:

- a) solicit, canvass, and/or approach any employee or agent of Big Picture Group with the purpose or enticing that person away from Big Picture Group; and/or
- b) interfere or seek to interfere with Big Picture Group's relationship with any of its clients, employees or suppliers.

19. Jurisdiction

The Customer agrees that all dealings with Big Picture Group shall be governed by the laws of Victoria and the Customer agrees to submit to the jurisdiction of the appropriate Court at Melbourne.

20. Credit Limit

Any credit facility or credit limit is an indication only of the intention of Big Picture Group at the time. Big Picture Group may vary or withdraw credit at any time at its discretion and without any liability to the Customer or any other party.

21. Waiver

An election by Big Picture Group not to exercise any of its rights arising as a result of any breach of these Terms shall not constitute a waiver of any rights of Big Picture Group relating to any other breach.

22. Notice

The Customer agrees that it shall be deemed to have notice of any change to these Terms immediately any change is adopted by Big Picture Group and whether or not the Customer has actual notice. The Customer shall be deemed to be bound by any terms and conditions of trade which may be adopted by Big Picture Group immediately any change is adopted and notwithstanding any other purported or pre-existing terms and conditions which might otherwise have applied.

23. Security For Payment

The Customer hereby grants to Big Picture Group a general lien over all property of the Customer until payment in full of all monies owing to Big Picture Group.

24. Force Majeur

Big Picture Group shall not be in default or in breach of any contract with the Customer as a result of force majeure including any strike or lock-out.

25. Insolvency

- a) If the Customer commits or is involved in any act of insolvency the Customer shall be deemed to be in default under these Terms.
- b) An act of insolvency is deemed to include the appointment of any insolvency practitioner and the calling of any formal meeting of creditors.

26. Severability

Any part of these Terms shall be capable of severance without affecting any other part of these Terms.