

TERMS & CONDITIONS

Last updated: 18 October 2026

Business name: Lewin Digital

Legal entity: Harry James Lewin, sole trader, trading as Lewin Digital

ABN: 20 731 183 059

Address: 16 Hedgerow Ave, Parkes NSW 2870

General enquiries: admin@lewindigital.com.au or 0494 790 338

Accounts, notices and cancellations: accounts@lewindigital.com.au

Invoices are sent from: billing@lewindigital.com.au

1. About these terms

- 1.1 These terms are between you (the client named in the quote, proposal, service agreement or invoice, "you") and **Harry James Lewin trading as Lewin Digital, ABN 20 731 183 059** ("Lewin Digital", "we", "us", "our").
- 1.2 They apply to all quotes, proposals, service agreements, subscriptions, projects, goods and services we supply to you. If you bid in one of our domain auctions, clause 22 sets out which of these terms apply to you.
- 1.3 **Acceptance.** You accept these terms, and the quote, proposal or service agreement they relate to, when you do any of the following: accept it in writing (including by email, SMS or clicking accept), sign it (including electronically), pay a deposit or invoice, or tell us to start work. The person who accepts confirms they are authorised to bind the client.
- 1.4 **Order of priority.** If documents conflict, they apply in this order: (1) the Service Schedule (including a quote or proposal acting as one under clause 3.2), (2) the service agreement, (3) the accepted quote or proposal, (4) these terms. A higher document only overrides a lower one to the extent of the conflict.
- 1.5 Any terms you send us (for example on a purchase order) do not apply unless we agree to them in writing.
- 1.6 If we approach you uninvited (for example by phone, or in person at your home or workplace) and the agreement is an unsolicited consumer agreement under the Australian Consumer Law, which can include business purchases of \$100,000 or less, you have a 10 business day cooling-off period. We will give you the required notice and form, and we will not supply services or take payment during that period except as the law allows.

2. Quotes and proposals

- 2.1 Unless stated otherwise, a quote or proposal is valid for **30 days** from the date it is issued.
- 2.2 Quotes are based on the information you give us. If that information is incomplete or the work turns out to be materially different from what was described, we will tell you and agree any price change with you before doing the extra work.
- 2.3 A price marked "estimate" or "starting from" is a guide only. A price marked "fixed" will not change unless the scope changes.

- 2.4 Prices for third-party items (such as domains, licences, hardware, software and advertising) are based on supplier pricing at the time of the quote. If a supplier increases its price after you accept the quote, we will tell you before we buy the item, and you may choose to pay the increase or cancel that item at no cost. Clause 2.3 does not prevent this.
- 2.5 We may require a deposit before starting work. The amount will be shown on the quote. Work is not scheduled until the deposit is paid.
- 2.6 If a project is cancelled before work starts, we refund the deposit less any costs committed to that cannot be cancelled. If it is cancelled after work has started, we keep the part of the deposit that covers work completed and costs committed to at the date of cancellation, refund the rest, and clause 8.4 applies to any amount above the deposit.

3. Service agreements and subscriptions

- 3.1 **Service Schedule.** Each service agreement includes a Service Schedule that sets out, for each service: the start date, the minimum term (if any) and how the service continues after it; the services and what is included (such as hours, response times, ad management and hosting); the monthly fee and billing date; whether ad spend is billed separately; your contacts and the owners of each account; and any special terms that apply instead of these terms. Every service agreement follows the same format and names both parties, including our legal entity and ABN. Anything not in the Service Schedule is extra work under clause 4.
- 3.2 Where there is no signed service agreement, the accepted quote or proposal acts as the Service Schedule.
- 3.3 **Billing in advance.** Subscription fees are billed in advance at the start of each billing cycle. A billing cycle is the period each fee covers, which is one month starting on the billing date in your Service Schedule unless it says otherwise.
- 3.4 Subscriptions renew automatically at the end of each billing cycle until cancelled under clause 8.
- 3.5 **Minimum term.** Any minimum term is set out in your Service Schedule. If there is one, you agree to keep and pay for the service for the whole minimum term. If you end the service before the minimum term finishes (other than under clause 3.7, 8.7, 18, 20.2 or 21.4, or where you cancel because of a major failure under the Australian Consumer Law or any other right the law gives you), the fees for the rest of the minimum term, less any costs we save and any income we earn by reallocating the work, become due (the "early exit fee"). The early exit fee is capped at 3 months of fees for that service. It is intended to reasonably compensate us for the commitments made and capacity reserved for the minimum term, and is not intended as a penalty.
- 3.6 **After the minimum term.** A minimum term does not renew automatically. When it ends, the service continues month to month (unless your Service Schedule says otherwise), and either of us can cancel it under clause 8. We will remind you at least 30 days before a minimum term ends. A new minimum term only applies if you agree to it in writing.
- 3.7 **Price changes.** We may change subscription fees by giving you at least **30 days'** written notice. Fees will not increase during a minimum term unless the Service Schedule allows it. If you do not accept a price change, you may cancel the affected service before it takes effect, without paying the new price. If you cancel for this reason, any remaining minimum term is waived, no early exit fee applies, clause 8.1 does not apply, your cancellation takes effect on the day before the change takes effect, and we will refund any fees paid for the period after that day.
- 3.8 Unused hours, ad budgets or other inclusions in a billing cycle do not roll over unless the Service Schedule says so.

- 3.9 Onboarding fee.** A new monthly service agreement may have a one-off onboarding fee to cover setting the service up, such as creating and configuring accounts, migrating data, connecting systems and initial audits. The amount depends on how much setup your service needs, and it is shown on your quote, proposal or Service Schedule before you accept. If none is shown, no onboarding fee applies. It is invoiced with your first billing cycle. If you cancel before any setup work has started, we refund it in full. Once setup work has started it is not refundable, except where clause 3.7, 8.7, 18, 20.2 or 21.4 or the law requires a refund.

4. Projects, scope and variations

- 4.1** Project work (such as websites, apps, logo design, branding and automation) is limited to the scope in the accepted quote, proposal or Service Schedule, including any stated number of revision rounds.
- 4.2** Changes, additions or extra revisions requested after acceptance are "variations". We will quote variations, or charge them at our standard hourly rate (as shown in your quote or Service Schedule, or as we tell you before starting), and confirm with you before doing the work.
- 4.3** Timeframes are estimates. We will do our best to meet them, but we are not responsible for delays caused by you, third parties or events outside our control.
- 4.4** Once you approve a design, stage or deliverable, further changes to it are a variation.
- 4.5** If you pause or delay a project for more than **30 days**, we may invoice for work completed and costs committed to date, and reschedule the remaining work when you are ready.
- 4.6** If you do not respond to our requests for **60 days**, we may close the project by written notice and invoice for work completed and costs committed to date.

5. Your responsibilities

- 5.1** You agree to give us accurate information, content, access, logins and approvals in a reasonable time.
- 5.2** You confirm you own, or have permission to use, all content, images, logos, trademarks and data you give us, and that our use of them for your work will not break any law or anyone else's rights.
- 5.3** You are responsible for the content of your website, ads and marketing, including that it complies with the Australian Consumer Law, the Spam Act and any rules for your industry.
- 5.4** You agree to follow reasonable advice we give you about security, passwords, backups and updates.
- 5.5** You agree to treat our staff respectfully. We may pause work if our staff are subjected to abusive or unsafe behaviour.

6. Prices, GST and payment

- 6.1 GST.** We are not currently registered for GST, so no GST is included in or charged on our fees. If we become registered, we will give you at least 30 days' written notice, and GST will be added only to fees for supplies made after the later of the date of registration and the end of that notice period. Fixed-price quotes accepted before then will not increase for GST. For business clients, GST added under this clause applies even during a minimum term and is not a price increase for the purposes of clause 3.7, but you may cancel the affected service under clause 3.7 as if it were a price change. For consumers, the prices we quote and charge already include any GST, and we will not add GST on top of them.
- 6.2** Invoices, statements and payment reminders are sent from **billing@lewindigital.com.au**. Payment is due within **7 days** from the date of invoice, unless the invoice or Service Schedule says otherwise.

- 6.3** Payment must be made in full by bank transfer or another method shown on the invoice. Card payment fees, if any, are shown before you pay and will not exceed our cost of accepting that card. You must pay invoices without set-off or deduction, except for amounts disputed under clause 6.4 or where the law allows. If a payment is reversed or charged back without a valid reason, the amount is treated as unpaid from its original due date.
- 6.4** If you genuinely dispute an invoice, email accounts@lewindigital.com.au within 14 days of the invoice date, in good faith, saying which items you dispute and why. You must still pay any undisputed part of the invoice by the due date. We will work with you in good faith to resolve the dispute. While a dispute raised under this clause is being resolved in good faith, we will not charge interest on, suspend services for, withdraw a licence under clause 13.1 for, hold back handover under clause 9 for, or treat as a breach non-payment of, the disputed amount. If the dispute is resolved in our favour, that amount is due within 7 days and interest runs from then.

7. Late payment

- 7.1 Interest.** If an invoice is not paid by the due date, we may charge interest on the overdue amount at **10% per year**, calculated daily from the due date until it is paid in full.
- 7.2 Recovery costs.** You agree to pay reasonable costs we actually incur in recovering overdue amounts, such as debt collection agency fees, legal costs and dishonour fees.
- 7.3 Suspension.** If an amount is more than **14 days** overdue, we may give you written notice that we will suspend some or all services. If the amount is still unpaid **7 days** after that notice, we may suspend those services (including websites, hosting, email, ads and support) until all overdue amounts are paid. Except in an emergency under clause 11.6, we will never disable your email without giving you this notice first, and we will never suspend, disable or withhold a domain registered in your name. We will restore services promptly once you pay. Subscription fees continue to apply during a suspension under this clause, unless we suspended the service in error.
- 7.4** We may ask for payment in advance, or a deposit, for future work if you have paid late before.

8. Cancellation and termination

- 8.1 Cancelling a subscription.** You may cancel a subscription service by giving at least **7 days'** written notice. Cancellation takes effect at the end of the billing cycle in which the notice period ends.
- 8.2 Minimum term applies.** Clause 8.1 is subject to any minimum term in your Service Schedule. If you cancel during a minimum term, clause 3.5 applies. After the minimum term ends, clause 3.6 applies.
- 8.3 No part-cycle refunds.** Because subscriptions are billed in advance, fees already paid for the current billing cycle are not refunded when you cancel, except where clause 3.7, 8.5, 8.7, 18, 20.2, 21.4 or the law requires a refund.
- 8.4 Cancelling a project.** You may cancel a project by written notice. You must pay for work completed up to the date of cancellation and any costs we have committed to that cannot be cancelled.
- 8.5 Our right to end a subscription for convenience.** Outside a minimum term, we may end any subscription service (but not a project) by giving you at least **30 days'** written notice. We will not end a service for convenience during a minimum term unless you agree. If we end a service under this clause, we will refund any fees paid for the period after the service ends.

- 8.6 Termination for breach (either party).** Either of us may end a service agreement or project by written notice if the other party:
- breaches these terms in a serious way and does not fix the breach within **14 days** of receiving written notice describing it; or
 - becomes bankrupt or insolvent, or has a liquidator, administrator, restructuring practitioner or receiver appointed, to the extent the law allows the agreement to be ended for that reason.
- Not paying an invoice within 14 days of a written notice is a serious breach. If we end a service agreement or project because of your breach, the early exit fee under clause 3.5 is payable as if you had ended the service on that date.
- 8.7 Effect of our breach or insolvency.** If you end a service under clause 8.6 because of our breach or our bankruptcy or insolvency, no early exit fee applies, and we will refund any fees paid for the period after the service ends.
- 8.8** When a service ends, all unpaid amounts for work done or fees already due become payable.
- 8.9** Advertising spend paid to platforms, domain registrations, licences and third-party subscriptions bought for you cannot be refunded by us, but we will pass on any refund we receive from the supplier.
- 8.10 Cancellation fee.** When you cancel a subscription service under clause 8.1, we may charge a reasonable administration fee of up to **\$40**, where we incur reasonable administrative costs in processing the cancellation and closing the service. It is charged once for each service agreement you cancel (not for each service in it), is invoiced when you give notice, and is due within 7 days. It does not apply where an early exit fee is payable, where you cancel under clause 3.7, 8.7, 18, 20.2 or 21.4, where you cancel because of a major failure under the Australian Consumer Law or under any other right the law gives you, or during a cooling-off period under clause 1.6. Basic handover under clause 9 is still included.

9. Offboarding and handover

- 9.1** When a service ends for any reason, we will hand over the following within **14 days** of your request, once all undisputed amounts owing for **that service** are paid:
- domain transfer authorisation (EPP) codes, or a transfer of the domains into your name;
 - admin logins and ownership of accounts we set up for you (for example Google, Microsoft 365, ad accounts and social media);
 - a copy of your website files and database, or an export from the platform it runs on; and
 - exports of your data held in systems we manage for you, in a standard format.
- 9.2** Despite clause 9.1, we may only hold back handover for the service that has unpaid amounts. We will not hold back domains, accounts or data for any other service because of an unrelated debt. Domains registered in your name are never withheld, and holding back handover never stops you from accessing accounts that are already in your own name.
- 9.3** Handover does not include our pre-existing tools, templates or code (except as licensed to you under clause 13.3), or third-party software licences that cannot be transferred.
- 9.4** Basic handover is included. Migration work beyond basic handover (such as moving a site to a new host) can be quoted at our standard hourly rate.
- 9.5** We keep your data for **60 days** after a service ends so you can request handover. If you request handover within that period, we will keep your data until the later of the end of that 60-day period and 30 days after we tell you handover is ready. We will email you at least 14 days before we delete your data. After that, we securely delete it from our systems, except where the law requires us to keep it (for example tax and financial records).

10. Third-party services and ad spend

- 10.1 Some services rely on third-party providers (such as Google, Meta, Microsoft, domain registrars, hosting and cloud providers, payment providers and software vendors). Your use of those services is also subject to their terms.
- 10.2 We are not responsible for outages, price changes, policy changes, account suspensions or data loss caused by third-party providers, but we will help you deal with them where we reasonably can.
- 10.3 Ad spend paid to platforms is separate from our management fees unless your Service Schedule says otherwise.
- 10.4 We do not guarantee any particular result from advertising, SEO or social media, such as rankings, traffic, leads or sales, because these depend on factors outside our control.
- 10.5 If we pay ad spend or other platform charges for you, you must reimburse us within 7 days of our invoice. Despite clause 7.3, we may pause the affected campaigns if a reimbursement is overdue, after giving you 3 days' written notice.

11. Websites, hosting and domains

- 11.1 Where possible, domains are registered in your name or your business's name. You are responsible for keeping your contact details with the registrar correct. We will not register a .au domain in our name for you. Any other domain we register in our name for you is held on your behalf, and we will transfer it to you on request under clause 9.
- 11.2 Domain and hosting renewals are your responsibility unless they are included in your Service Schedule. We are not responsible for a domain lapsing or a site going offline because a renewal or invoice was not paid.
- 11.3 We aim for high availability but do not guarantee hosting will be uninterrupted or error-free. Backups are made as set out in your Service Schedule, and you should keep your own copy of important content.
- 11.4 Websites are built to work on current mainstream browsers and devices at launch. Changes to browsers, platforms or third-party plugins after launch may need extra work.
- 11.5 **Acceptable use.** You must not use hosting, email or other services we provide for anything unlawful, for spam, to store or send malicious software, or in a way that infringes anyone's rights or puts our systems or other clients at risk.
- 11.6 **Emergency suspension.** If a website, email account or system we manage is compromised, is being used in breach of clause 11.5, or poses an immediate security risk, we may suspend or isolate the affected part straight away to prevent harm. We will tell you as soon as possible, explain why, and restore it once the issue is fixed. Emergency suspension is not a penalty and does not affect your fees.

12. IT, security and your data

- 12.1 We use reasonable care and skill and licensed tools to protect your systems, but no system can be made completely secure. We do not guarantee that your systems or data will never be breached, infected or lost.
- 12.2 **Admin access.** To provide IT, security and hosting services, we may need administrative access to your systems and accounts. We will only use that access to provide the services you have asked for, keep credentials secure, use multi-factor authentication where available, and limit access to the people who need it.

- 12.3 Personal information.** Where we can access personal information held in your systems (such as your customers' or staff's details), we will:
- only access and use it to provide the services, or as you instruct;
 - handle it in line with the *Privacy Act 1988* (Cth) and our [Privacy Policy](#);
 - not disclose it to anyone else, except our subcontractors and service providers who need it to provide the services and are bound to keep it confidential, or where the law requires; and
 - take reasonable steps to protect it from misuse, loss and unauthorised access.
- 12.4 Data breaches.** If we become aware of an actual or suspected unauthorised access to, or loss of, your data or personal information in systems we manage, we will tell you promptly, and where reasonably practicable within **72 hours**. We will give you the information we reasonably can, take steps to contain it, and help you assess it and meet any notification obligations you have under Part IIIC of the *Privacy Act 1988* (Cth) (the Notifiable Data Breaches scheme), if it applies to you.
- 12.5** You remain responsible for your own legal obligations as the owner of the data (including deciding whether to notify affected people or the regulator), your own backups, and the actions of your staff.
- 12.6** Remote and on-site support beyond your Service Schedule is charged at our standard hourly rate. Travel outside the Parkes area may be charged.
- 12.7 Security testing.** We will only carry out penetration testing, vulnerability scanning, security audits or similar testing with your prior written authorisation setting out the scope, the systems to be tested and the timing. You confirm that you own those systems or are entitled to authorise the testing, and you will tell us of anything in them that is owned or managed by someone else. We will stay within the authorised scope, and we may stop testing if it appears to affect systems outside it.

13. Intellectual property

- 13.1** To the extent permitted by law, ownership of copyright in the final deliverables we create for you stays with us until all amounts due for the relevant work have been paid. Until then, we grant you a revocable licence to use those deliverables for your business. Where permitted by law, we may suspend or withdraw that licence only after following the notice process in clause 7.3 for the overdue amount. Our pre-existing materials are dealt with in clause 13.3.
- 13.2** Once paid in full, we assign to you all copyright in the final deliverables created specifically for you (for example your final logo files, and website content we wrote for you). Harry James Lewin consents to you modifying, adapting and using them without attribution, to the extent permitted by Part IX of the *Copyright Act 1968* (Cth). On request, we will sign a separate written assignment and moral rights consent to confirm this clause. We will make sure that we own, or can assign to you, copyright in work our subcontractors create for you, and that they give the same consent. Where a deliverable is provided as part of a subscription rather than for a separate project fee, it is paid in full when all fees for any minimum term (or the early exit fee instead) and all other amounts due for that service have been paid, unless your Service Schedule sets a different buy-out amount.
- 13.3** We keep ownership of our pre-existing materials, code, templates, frameworks, tools and know-how, including anything we use across multiple clients. Where these form part of your deliverables, once paid in full you receive a non-exclusive, perpetual licence to use them for your business, which continues after our services end.
- 13.4** Draft concepts, unused designs and working files are not included unless your quote, proposal or Service Schedule says so, except that final source files for logo design are always included.
- 13.5** Stock images, fonts, plugins and other third-party assets are licensed, not owned, and are subject to their licence terms.
- 13.6** We may show work we have done for you in our portfolio and marketing unless you ask us in writing not to, or the work is confidential.

- 13.7 AI tools.** We may use AI tools to help create content, code or designs, and we review everything we deliver. Copyright may not exist in purely AI-generated material, so we cannot guarantee exclusive rights in it. We will tell you if a deliverable is substantially AI-generated, and we will not put your confidential information into AI tools that use it for training.

14. Goods and security interest

- 14.1** Ownership of goods we supply (including hardware and equipment) stays with us until you have paid for them in full. Risk in the goods passes to you on delivery or installation.
- 14.2** Until you have paid in full, you must keep the goods in good condition and not sell, hire out or give anyone else an interest in them.
- 14.3 Security interest.** You grant us a security interest in all goods we supply to you, and their proceeds, to secure payment of all amounts you owe us for those goods. This is a purchase money security interest to the extent it secures the price of the goods. You agree that we may register it on the Personal Property Securities Register, and you will sign any documents and give any information we reasonably need to do so.
- 14.4 PPSA waivers.** Where the goods are not used predominantly for personal, domestic or household purposes, and to the extent the law allows:
- under section 115 of the *Personal Property Securities Act 2009* (Cth) (PPSA), sections 95, 96, 117, 118, 120, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply; and
 - under section 157(3) of the PPSA, you waive your right to receive a verification statement for any registration.
- 14.5** If an amount for goods is overdue and remains unpaid 14 days after we give you written notice, you authorise us to enter your business premises (but not a private residence without your consent at the time) during business hours, after giving you at least 2 days' written notice, to recover goods that have not been paid for.
- 14.6** We will release the registration once all amounts for the goods are paid.

15. Confidentiality and privacy

- 15.1** Each of us will keep the other's confidential information confidential and only use it to provide or receive the services, unless disclosure is required by law or the information is already public.
- 15.2** We handle personal information in line with our [Privacy Policy](#). Clause 12 also applies to personal information in your systems.

16. Warranty

- 16.1** We warrant our workmanship for **30 days** from delivery. A defect is where our work does not perform as described in the accepted quote, proposal or Service Schedule. Changes to approved work or scope are variations under clause 4. To claim, email accounts@lewindigital.com.au (Lewin Digital, 16 Hedgerow Ave, Parkes NSW 2870, 0494 790 338) within that period and describe the defect. We will fix it at our own cost. You only pay your own costs of making the claim.
- 16.2** This warranty does not cover problems caused by changes made by you or someone else, misuse, third-party updates, or events outside our control.
- 16.3** Third-party products are covered by the supplier's warranty. We will help you make a claim where we reasonably can.

16.4 The benefits of this warranty are in addition to other rights and remedies you have under a law in relation to the goods or services. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have problems with the goods or service rectified in a reasonable time and, if this is not done, to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

17. Liability

- 17.1 Australian Consumer Law.** Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms excludes, restricts or changes those rights.
- 17.2** To the extent the law allows, and except for the guarantees above, neither of us is liable to the other for any indirect or consequential loss, including loss of profit, revenue, data, goodwill or business opportunity. This clause does not limit your obligation to pay fees and other amounts due under these terms.
- 17.3** Except for liability that cannot be limited by law, our total liability to you for all claims arising from our goods and services is limited to the greater of: (a) the fees paid or payable for the relevant service in the **12 months** before the claim arose; and (b) **\$1,000**. If the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee (other than a guarantee under sections 51, 52 or 53 of the Australian Consumer Law) is limited, unless you show it is not fair or reasonable for us to rely on this limit, to: (a) for services, supplying them again or paying the cost of having them supplied again; and (b) for goods, replacing them or supplying equivalent goods, repairing them, or paying the cost of doing any of those things. This clause does not limit your rights as a consumer under the Australian Consumer Law.
- 17.4** Each party's liability is reduced to the extent the other party, its staff or third parties caused or contributed to the loss. For this clause, our subcontractors and service providers are not third parties.
- 17.5** You agree to cover us for any claim, loss or cost arising from content or materials you supply to us, to the extent the claim arises from your breach of clause 5.2 or your unlawful use of materials you supplied to us.
- 17.6** We agree to cover you for any claim, loss or cost arising from a third-party claim that deliverables we created for you infringe their intellectual property, except to the extent the claim arises from materials you supplied or changes made by someone other than us. Our liability under this clause counts towards, and is subject to, the limit in clause 17.3.

18. Events outside our control

Neither of us is responsible for delays or failures caused by events outside our reasonable control, including natural disasters, power or internet outages, cyber attacks on third-party providers, illness, government action or failures of third-party platforms. The affected party will let the other know and resume as soon as reasonably possible. This clause does not excuse payment of money that is due. If an event prevents a service for more than 30 days, either of us may cancel the affected service by written notice with no early exit fee, and we will refund fees paid for any period the service was not provided.

19. Disputes

- 19.1** If a dispute arises, either party must first give the other written notice describing it. Both of us agree to try in good faith to resolve it within **14 days** of that notice.

- 19.2** If it is not resolved within that time, either party may refer it to mediation (for example through the NSW Small Business Commissioner). Neither party may start court proceedings until mediation has been tried, except where either of us needs urgent relief or to recover a debt.
- 19.3** These terms are governed by the laws of New South Wales, Australia.

20. Changes to these terms

- 20.1** We may update these terms from time to time. Subject to clause 20.2, the version published when you accept a quote, proposal or service agreement applies to it.
- 20.2** For ongoing services, we will give you at least **30 days'** written notice of any change, unless it is purely administrative and does not reduce your rights. If you do not agree to the change, you may cancel the affected service before the change takes effect. If you do, any remaining minimum term is waived, no early exit fee applies, clause 8.1 does not apply, your cancellation takes effect on the day before the change takes effect, and we will refund any fees paid for the period after that day.
- 20.3** Changes do not apply during a minimum term unless you agree, or the change is required by law.

21. General

- 21.1** Quotes, agreements, approvals and notices may be given and accepted by email, SMS or electronic signature, and are just as binding as paper documents. Written notices to us, including cancellations and disputes, must be sent by email to **accounts@lewindigital.com.au**. We will send notices to the email address in your Service Schedule or the one we usually use to contact you. In these terms, "days" means calendar days, and "written notice" means a notice sent by email as set out in this clause. This clause does not limit how you may cancel during a cooling-off period under clause 1.6, or exercise any other right the law gives you.
- 21.2** If any part of these terms is invalid or unenforceable, that part is removed and the rest continues to apply.
- 21.3** If either of us does not enforce a right straight away, that right is not given up.
- 21.4** You may not transfer your rights under these terms without our written consent. We may use subcontractors, and we remain responsible for their work. We may transfer our rights and obligations to a buyer of our business by giving you 30 days' written notice, and you may cancel affected services within that period. If you cancel for this reason, any remaining minimum term is waived, no early exit fee applies, clause 8.1 does not apply, your cancellation takes effect on the date of the transfer or any earlier date you choose, and we will refund any fees paid for the period after that date. If we become unable to provide the services because of death or serious incapacity, our personal representative may end them, will arrange handover under clause 9, and will refund any fees paid for the period after the services end.
- 21.5** These terms, together with your Service Schedule, service agreement, quote or proposal, are the entire agreement between us for the services.
- 21.6** Clauses that by their nature should continue after a service ends (including payment obligations, handover, intellectual property, security interest, confidentiality, privacy, liability and disputes) continue to apply after it ends.

22. Domain auctions

- 22.1 When this clause applies.** This clause applies when you bid on a domain name in an auction we run on our auction site (auctions.lewindigital.com.au), whether we are selling the domain ourselves or on behalf of its owner. For bidders, "you" means the person placing the bid, and only this clause and clauses 15, 17, 18, 19 and 21 apply. The other clauses only apply if you also become our client.
- 22.2 Who can bid.** You must be at least 18 and able to enter a binding contract. If you bid for a business, you confirm you are authorised to bind it. You must give your real name and an email address you can receive mail at.

- 22.3 Placing a bid.** To bid you must tick to accept this clause. We then email you a link, and your bid only counts once you confirm it using that link. Bids must be at least the amount shown as the next bid. Only your first name and first initial are shown to other bidders.
- 22.4 Bids are binding.** A confirmed bid is an offer to buy the domain for the amount you bid if your bid wins. You cannot withdraw a confirmed bid, unless the law allows it or we agree. If you made an obvious mistake (for example an extra zero), email us at admin@lewindigital.com.au before the auction ends and we will consider cancelling the bid.
- 22.5 Prices.** Bids and prices are in Australian dollars. GST is dealt with under clause 6.1 as if the winning bid were our fee, so no GST is added while we are not registered for it.
- 22.6 When an auction ends.** Each auction ends at the time shown on its page. A bid in the last 5 minutes extends the auction by 5 minutes, so everyone has a fair chance to respond. We may also extend an auction if our systems have a problem or receive an unusual number of bids near the end.
- 22.7 Buy now.** If an auction shows a buy now price, a confirmed bid of at least that amount wins straight away and ends the auction.
- 22.8 Reserve.** An auction may have a reserve price, which is not shown. The page says whether the reserve has been met. If the highest bid is below the reserve, the domain is not sold and no bid is binding, although we may offer to sell it to the highest bidder by agreement.
- 22.9 Relisting.** If an auction ends with no bids, we may start it again for the same length of time.
- 22.10 Winning and payment.** The highest confirmed bid that meets any reserve when the auction ends wins. We will email the winner with an invoice and payment details. Payment is due within **7 days** of that invoice. If you do not pay on time, we may cancel the sale by email and offer the domain to the next highest bidder or sell it another way. We will not charge you any other fee or penalty for not paying.
- 22.11 Transfer.** Once your payment has cleared, we will start moving the domain to you within **5 business days**, either to an account at your registrar or by giving you a transfer code. You must give us the details we need and accept the transfer when asked. Ownership passes to you once the transfer is complete. From then on, renewals and keeping your registrar contact details up to date are your responsibility.
- 22.12 Eligibility.** Some domains (including .au domains) can only be held by people or businesses who meet the registry's eligibility rules. You must check you are eligible before bidding. If the registry will not let the domain move to you, we will cancel the sale and refund what you have paid in full.
- 22.13 The domain is sold as it is.** We do not promise that a domain will bring traffic, rank in search results or hold its value, or that it is free of trade marks owned by others. You are responsible for making sure your use of the domain does not infringe anyone's rights. This does not limit your rights under the Australian Consumer Law.
- 22.14 Selling elsewhere.** A domain in our auction may also be listed for sale elsewhere, such as Afternic. If it sells elsewhere before the auction ends, we will end the auction and tell the people who bid, and no bid is binding.
- 22.15 Fair bidding.** We do not bid in our own auctions, add fake bids or have anyone bid for us to push the price up. We may refuse or remove a bid, and cancel or end an auction early, if we reasonably believe a bid is fake, fraudulent or not made in good faith, or if a problem with our systems makes the auction unfair. If we cancel an auction, no bid in it is binding.
- 22.16 Your details.** We use your name, email address, phone number (if you give it) and the IP address you bid from to run the auction, prevent fraud, contact you about your bids and complete a sale. We do not show your email address or phone number to anyone else. We handle your details under clause 15 and our Privacy Policy.