



E Resourcing Australasia

THE TERMS OF AGREEMENT FOR ADVERTISING YOUR BUSINESS FOR SALE / FRANCHISE OPPORTUNITY ON THATZ A MATCH (Business Sale & Franchise hereinafter to be called "sale")

Read these Terms of Agreement carefully as they are binding upon you. It is our policy to strictly enforce the Terms in the event of any dispute.

This agreement (hereinafter to be called "the Agreement") is made

BETWEEN: E Resourcing Australasia (hereinafter to be referred to as "ERA")

AND: the Client which could be either an Advertiser / Owner / Franchisor / Buyer (hereinafter to be called "the Client").

1. The said Terms of Agreement will constitute the only contract between ERA and the Client.
2. The said Terms of Agreement can be varied only by written agreement between ERA and the Client.
3. ERA's fee is calculated as a fixed advertising fee per month, per sale as indicated in the table below.
4. ERA's fees are (show nett/exclusive & Gross/inclusive of GST) as indicated below with a minimum of three (3) months advertising as listed :

Advertising Fees

Month/s		AUD Nett	AUD Gross
per mth	1 mth	@ \$300	\$330
Min	3 mths	@ \$800	\$880
Min	6 mths	@ \$1500	\$1650
Min	9 mths	@ \$2300	\$2530
Min	12mths	@ \$3000	\$3300

Search & Find Fee : 2% of purchase price agreed or minimum of \$2,000 AUD (whichever is greater)

5. **Advertising Fees** are payable within 7 days of confirming advertisement, either via cheque, E transfer or Credit Card (on-line, Fax or E mail). Listing will not become activated, until payment is cleared. An invoice/ receipt will be despatched by post or email as requested, for your records and claiming of GST refund. If you change your mind within the 7 days, please inform ERA.
6. **Search & Find Fees** are payable within 14 days of confirming an agreed purchase price with the seller, either via cheque, E Transfer, Credit Card (on-line, Fax or E mail) or an invoice.
7. Refund on unused advertising time, shall be payable only if and at the complete discretion of ERA :
 - (i) more than two months advertising is left
 - (ii) only on full months over the two months minimum threshold remaining
 - (iii) The fee for advertising was paid to ERA, within 7 days of placing the advertisement
8. Refund on Search & Find Fees, are at the complete discretion of ERA. Once the Service has been delivered (Search and Or Find and introduction) and a business has been identified by ERA for the Client, the Client has agreed to a price to buy the business from the seller, ERA fees are applicable and will be enforced at the Client's expense after 14 days.
9. E&OE

Listing and Selling

Listing Description - you must be legally able to sell the item(s) you list for sale on our Site.

Success, it all comes down to the Right people!



Your listing may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All listed items must be listed in an appropriate category.

Your Information

Definition. "Your Information" is defined as any information you provide to us or other users in the registration, or listing process, in any public message area or through any email feature.

Your Information includes the descriptions of items you list for sale or display on our Site as well as any content you post. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.

Restrictions

Your Information (including but not limited to any items listed) must not:

- a. be false, inaccurate or misleading;
- b. be fraudulent or involve the sale of counterfeit or stolen items;
- c. infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- d. violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, criminal law, antidiscrimination or trade practices/fair trading laws);
- e. be defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
- f. be obscene or contain child pornography or, if otherwise adult in nature or harmful to persons under the age of 18 years, shall be distributed only to people legally permitted to receive such content
- g. contain any content that may be considered to be prohibited or potentially prohibited content for the purposes of the Broadcasting Services Act 1992 (Cth) (for more information about this legislation, please refer to the Internet Industry Association's Codes of Practice located at <http://www.iaa.net.au> or <http://www.aba.gov.au>);
- h. contain any viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- i. create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and
- j. link directly or indirectly to or include descriptions of goods or services that:

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- i. are prohibited under this Agreement;
- ii. you do not have a right to link to or include

Furthermore, you may not list any item on our Site (or complete any transaction that was initiated using our service) that, by paying to us the fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation.

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