

General Terms and Conditions - updated 10 May 2010

The following terms and conditions (the "General Terms") shall be deemed to be Incorporated into every Lead Generation Order (the "Lead Generation Order"):

1. **Terms of Payment.** If Cruise 121 approves credit, the cruise specialist will be invoiced on the last day of the calendar month and payment shall be made to Cruise 121 within seven (7) days from the date of invoice ("Due Date"). Amounts paid after the Due Date shall bear interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if less). In the event that the cruise specialist fails to make timely payment, the cruise specialist will be responsible for all reasonable expenses (including attorneys' fees) incurred by Cruise 121 in collecting such amounts. Cruise 121 reserves the right to suspend performance of its obligations hereunder (or under any other agreement with the cruise specialist) in the event the cruise specialist fails to make timely payment hereunder or under any other agreement with Cruise 121.
2. **Conversion.** The conversion of a lead provided under the Lead Generation Order into a booking is solely the responsibility of the cruise specialist.
3. **Integrity.** Cruise 121 sends through cruise requests in good faith. Customer contact details are included to help facilitate a speedy response time. Should the cruise specialist decline the cruise request and is subsequently found to have contacted the customer and fulfilled (booked) the request, the cruise specialist is liable to Cruise 121 for the full amount of the customers original budget.
4. **Renewal.** Except as expressly set forth in the Lead Generation Order, any renewal of the Lead Generation Order and acceptance of any additional Lead Generation Order shall be at Cruise 121's sole discretion. Pricing for any renewal period is subject to change by Cruise 121 from time to time.
5. **No Assignment or Resale of leads.** The cruise specialist may not resell, assign, or transfer any of its rights hereunder, and any attempt to resell, assign or transfer such rights shall result in immediate termination of this contract, without liability to Cruise 121.
6. **Limitation of Liability.** In the event (1) Cruise 121 fails to provide leads in accordance with the schedule provided in the Lead Generation Order, the sole liability of Cruise 121 to the cruise specialist shall be limited to, at Cruise 121's sole discretion, a pro rata refund of the fee representing undelivered leads or an extension of the term of the Lead Generation Order until total leads are delivered. In no event shall Cruise 121 be responsible for any consequential, special, punitive or other damages, including, without limitation, lost revenue or profits, in any way arising out of or related to the Lead Generation Order/General Terms, even if Cruise 121 has been advised of the possibility of such damages. Without limiting the foregoing, Cruise 121 shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of Cruise 121 affecting production or delivery in any manner.
7. **Construction.** No conditions other than those set forth in the Lead Generation Order or these General Terms shall be binding on Cruise 121 unless expressly agreed to in writing by Cruise 121. In the event of any inconsistency between the Lead Generation Order and the General Terms, the General Terms shall control.
8. **Miscellaneous.** These General Terms, together with the Lead Generation Order, (1) shall be governed by and construed in accordance with, the law of the State of Western Australia, without giving effect to principles of conflicts of law; (2) may be amended only by a written agreement executed by an authorized representative of each party; and (3) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. cruise specialist shall make no public announcement regarding the existence or content of the Lead Generation Order without Cruise 121's written approval, which may be withheld at Cruise 121's sole discretion. Both parties consent to the jurisdiction of the courts of the State of Western Australia with respect to any legal proceeding arising in connection with the Lead Generation Order/General Terms. All notices shall be in writing and shall be deemed delivered when delivered in person or mailed certified through the Auspost Postal Service, postage prepaid, or via FedEx addressed as follows: Cruise 121, 17 Norfolk Street, Dunsborough, WA, 6281.

