

# Terms & Conditions

## Welcome to GeekiMedia Sites

1. Hi, we're GeekiMedia and welcome! We're happy to have you here and we hope you enjoy your stay. When we say 'we', 'us' or 'GeekiMedia' it's because that's who we are and we own and run GeekiMedia Sites such as

[www.geekimedia.com](http://www.geekimedia.com) and [www.bizetag.com](http://www.bizetag.com). This is our agreement that we make with you when you use GeekiMedia Sites and it applies whether you are just browsing our service or using GeekiMedia Sites to build, manage or host your own website.

2. Thanks for taking the time to read and understand these terms because they govern your use of Geeki Media Sites and set out your rights and obligations.

3. If you can't, or don't want to, accept these terms, then we're sorry but you must not use or browse GeekiMedia Sites.

4. You need to be 18 years or over to use GeekiMedia Sites. If you're under 18 you will need to be under the supervision of a parent or legal guardian who is at least 18 years of age, and this adult will be responsible for all your activities.

## Our services

5. What we provide: We provide a platform, tools and website hosting service for you to build and manage a website, access a library of compatible themes provided by our contributors, and access customer support.

6. License: We give you the right to use [www.bizetag.com](http://www.bizetag.com) as a web platform, tools, themes and hosting service in the following ways (in legal speak we give you a limited, revocable, non-exclusive license to):

1. use the Bizetag platform, tools and themes to build, host and maintain a website in accordance with these terms;
2. use the automatically generated page link of [bizetag.com](http://bizetag.com) for pre-launch testing;
3. map a domain of your own to the website you build with your given page links on Bizetag Site; and

“Non-exclusive” means that other users of GeekiMedia Sites will have access to the same tools and themes as you, and they might use those tools in a way that makes their website look similar to yours.

7. Limitations on License: The license we give you applies only to the extent necessary to allow you to access and use GeekiMedia Sites in accordance with these terms. You cannot copy, re-sell or redistribute (even for free) the GeekiMedia Sites platform, tools or themes. You cannot copy the website you have created on GeekiMedia Sites and use it elsewhere. You cannot reverse engineer or create your own platform, tools or themes derived from our (or our contributors’) intellectual property (IP).

## Beta trial

8. Beta trial: GeekiMedia Sites is in a beta trial which allows us to provide you with GeekiMedia Sites during the trial period. We may change or extend the trial period as the trial goes on.

9. No guarantee after trial period: While our intention is to transition to an active product at the end of the trial period, we cannot guarantee that GeekiMedia Sites will continue in any form after the trial is over. Available themes and functionality may change in the future. As a result, we reserve the right to transition you to a different theme if necessary. You will be able to stop using GeekiMedia Sites if you are unhappy with a transition, but you will have no other remedy against us.

10. Subscription fees: In order to build, host and maintain a website with GeekiMedia Sites you must pay a monthly subscription fee. The gross monthly subscription fee will be the fee you agree to pay when you start or modify subscription. Your subscription will be limited to a single website. You may build and run multiple websites but each will be subject to its own subscription and associated monthly subscription fees.

11. Taxes: The subscription fees for GeekiMedia Sites will be exclusive of transactional taxes where relevant (like sales tax, VAT and GST), subject to any exceptions that we notify to you at the end of the trial. You will be responsible for paying all other fees and taxes associated with your use of GeekiMedia Sites wherever levied (including withholding tax, if applicable). We may collect geographical location information to determine your location, which may be used for tax purposes (so location information you give us must be accurate for tax residency purposes).

12. Refunds: We do not generally offer a refund or credit on a purchased subscription unless we have made changes to these terms that materially affect you to your detriment, one of the promises given by us under sections 36 and 37 have been breached, or as required under Australian consumer law or other relevant consumer protection laws. If you would like to request a refund you should email us at [info@geekimedia.com](mailto:info@geekimedia.com). We will assess refund requests on their merits. There is generally no obligation to provide a refund or credit in situations like the following:

1. you have changed your mind about your subscription;
2. you subscribed by mistake;
3. you do not have sufficient expertise to use the features made available;
4. you ask for goodwill; or
5. you can no longer access any of your desired features because they have been removed from GeekiMedia Sites.

If we decide to issue a refund or credit, this will generally be done using the same manner used to make the purchase. Any payment made to you (not GeekiMedia credits) will be made in US Dollars, under the rules of the payment method.

13. Cancellation: You may cancel your website subscription at any time. When a subscription is canceled, we will stop charging fees related to that website and remove the website from our hosting so that it is no longer publicly accessible.

14. Disputes lodged with payment agents: If, as a Subscriber, you lodge a dispute with a payment agent, this will result in a freezing of your GeekiMedia Sites subscription and your GeekiMedia account until the dispute raised with the payment agent has been closed. This makes it very complex to resolve any related issues so we encourage you to contact us directly first to see if we can help resolve any concerns.

15. Fine print: We are not a bank or licensed deposit taker in Australia or elsewhere. Any credit we apply to your subscription is not a deposit under Australian law about banks, and that means you don't get the benefit of any deposit insurance or guarantee under those laws. We don't act as a fiduciary or as a trustee for you, and we're not a licensed financial service provider.

## Your responsibilities

16. You promise that you own (or have a license to use) the IP in any content (such as words, videos, music or pictures) that you create, upload or make

public to a website on GeekiMedia Sites. You give us permission to use any content you upload to the GeekiMedia Sites platform to the extent required to deliver the GeekiMedia Sites services to you.

17. You agree that you are liable and responsible for your use of GeekiMedia Sites, for any content you create, upload or make public using GeekiMedia Sites, and for your breach of any agreement, law or infringement of anyone's IP rights.

18. We have no responsibility to you or to any other person for all liabilities, costs, expenses (including legal fees) and loss arising from third party claims due to any of the matters set out in the previous section 13 and you agree to indemnify us, our directors, officers, employees and agents from those liabilities, costs and expenses (including legal fees).

This means that you protect us from costs and claims that happen because of your use of GeekiMedia Sites.

19. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to reasonably cooperate with our defence of that matter.

20. Your details: You promise that information you give us is true, accurate and complete and that you will keep your login information up-to-date (including a working email address). Your login is not transferrable, although after the trial period we may introduce a mechanism for you to transfer your website to somebody else. You are responsible for any use of GeekiMedia Sites that occurs in conjunction with your login details so keep your password secure and don't let any other person use your login. If you realise there's any unauthorized use of your password or any breach of security you need to let us know immediately.

21. Prohibited conduct: You promise not to use GeekiMedia Sites in a way that violates applicable law, that violates the intellectual property or other rights of us or others, or that is fraudulent, obscene, unprofessional, offensive, misleading or defamatory. You also promise not to use GeekiMedia Sites to make any website (or part of any website) that does any of these things.

22. Fair use: Our goal is for all users to have fair and reasonable access to GeekiMedia Sites. In order to achieve this, we may impose limits on the way you use the service and the amount of data that can be transmitted to and from our servers over a particular length of time.

## What you don't own

23. We, or our contributors, own all the content that we have put on GeekiMedia Sites (unless otherwise stated and excluding content owned by others). This includes the design, compilation, and look and feel of GeekiMedia Sites, and copyright, trademarks, logos, designs, themes and other IP on GeekiMedia Sites. You may not copy, distribute, modify or make derivative works of any of this content or use any of this IP in any way not expressly stated in these terms.

24. You acknowledge that you don't (and won't) own:

1. any IP in the GeekiMedia Sites platform, tools, themes or hosting service, no matter how you choose to use GeekiMedia Sites;
2. any IP in the content that comes as part of a theme; or
3. any IP to the extent it is derivative of our IP or our contributors' IP.

For example, if you position website design elements in a particular way using GeekiMedia Sites, you cannot claim that the particular positioning is your own IP.

## Your website, content and information

25. We may temporarily or permanently disable your website or take-down content from your website if there is a take-down request or dispute about copyright or other IP rights related to content on your website.

If you claim an IP right (like copyright) and believe that any GeekiMedia Sites or user website content infringes your right, please see the section at the end of these terms called "What if you think your content is being used without your permission?"

26. Changing or discontinuing themes: We reserve the right to change or discontinue themes at our discretion. If a theme is amended or discontinued for any reason, your website may be migrated to a different theme, if necessary without notice. We will do what is reasonable to make the transition as hassle-free as possible, but you may need to make changes to your website in order to suit the new theme.

27. Content removal: We can look at or remove any of your content for any reason at our discretion. This might be because we need to provide you with support or correct an issue with your website, or because we receive a copyright take-down notice, or we think that the content or its use is unauthorised, unlawful, misleading, incorrect, offensive, or in breach of anyone else's rights.

28. Privacy: We respect your privacy. As a registered GeekiMedia Sites user you will be asked to provide some information about yourself. This information may be used by us and contractors in connection with providing the GeekiMedia Sites services, including marketing activities.

Our Privacy Policy explains how we deal with your information and it forms part of these terms.

29. Confidential Information: We value your information and take reasonable precautions to protect it. While we take reasonable steps to preserve the security of your information, please be aware that we can't promise that your use of the GeekiMedia Sites will be confidential, and we can't promise that any information you provide to us is perfectly secure.

30. Content storage: You acknowledge that anything you upload or add to a website on geekiMedia Sites will be stored on our servers and may be backed up over multiple locations. We will not use this data for any purpose other than to provide the services to you under this agreement, but you acknowledge that the information may remain in our possession after you cease using GeekiMedia Sites.

31. Web analytics: We may collect and use web analytics information about visitors to a website you build or manage using GeekiMedia Sites. We use this information for statistical and website development purposes and to improve our services to you. Web analytics information includes:

- IP or proxy server IP
- basic domain information
- Internet service provider is sometimes captured
- the date and time of visits to the website
- session length
- pages accessed
- the number of times a user accesses your website within any month;
- the size of file a user looks at
- the website which referred a user to your website
- the operating system which your computer uses

## Legal Housekeeping

32. Eligibility, suspension or termination: We hope that you will be with us for a long time. But we do reserve the right, based on our reasonable discretion, to determine whether or not your use of GeekiMedia Sites complies with these terms. We can suspend or terminate the GeekiMedia Sites service at any time for any reason (acting reasonably of course), including if you don't comply with these terms. We may also block you, terminate your account or refuse to process a payment if we reasonably believe there is a risk associated with you, your account, or that payment, including if it breaches a law or regulation.

33. US-specific controls: GeekiMedia Sites is not available to anyone located in any U.S. sanctioned countries or to anyone on the U.S Treasury Department's list of Specially Designated Nationals List (SDN list). If you are subject to US sanctions then you must not export or re-export GeekiMedia Sites items to a U.S. sanctioned country or to anyone on the SDN list.

34. GeekiMedia Companies: If an indemnity, limitation or disclaimer of liability, promise or release (a 'benefit') is given in our favour in these terms, we hold that benefit on trust for the other GeekiMedia Companies. We may enforce that benefit as trustee for and on behalf of the other GeekiMedia Companies as beneficiaries under that trust.

35. We may use the services of another GeekiMedia Company to conduct payment or other activities with you.

## Promises we make

36. We promise to provide the GeekiMedia Sites service with reasonable skill and care.

37. We otherwise do not make any express or implied promises about GeekiMedia Sites or the GeekiMedia Sites services.

## Our liability and indemnity to you

38. We grant you a limited indemnity on the following terms. If:

1. a third party makes a claim that an aspect of GeekiMedia Sites wholly under our control (i.e. not uploaded or otherwise added by you) infringes the intellectual property or other rights of that third party; and
2. you promptly notify us of the claim and give us the option to control the defense of the claim (at our cost),

then we will indemnify you against any court awarded damages finally awarded against you or any settlement damages agreed to by us relating to that claim.

39. We otherwise exclude all liability to the extent permitted by law.

40. Availability: We will strive to have GeekiMedia Sites (and your website) available to you 24 hours a day, seven days a week but you know how the internet works: occasionally there may be interruptions to GeekiMedia Sites or your website, and this might happen for any reason, at any time, with or without notice, or at our absolute discretion. We might also change the functionality applicable to your website or GeekiMedia Sites in general. We will not be liable to you for any loss you suffer as a result of these things.

41. Third party: If you're agreeing to these terms on behalf of someone else (like your employer), then you're promising to us that you have full legal authority to bind that third party.

42. Disclaimer: In some places there may be consumer or fair trading laws that apply and that may give you rights that we cannot exclude, restrict or modify ('non-excludable law'). We do not exclude or modify any non-excludable law. Except as provided in a non-excludable law, we are bound only by the express promises made in these terms and we are not bound by implied terms. Except as provided in a non-excludable law, our liability for breach of any implied warranty or condition which cannot be



excluded is limited, at our option, to either replacement or paying the cost of replacement.

43. Relationship between the parties: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us.

44. Changes to GeekiMedia Sites Terms: Although we can change any of our terms at any time we will take reasonable steps to let you know when we do so.

45. Interpretation: Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

GeekiMedia means GeekiMedia Pty Ltd and its company group.

46. Definitions:

- GeekiMedia: GeekiMedia Sites Pty Ltd.
- GeekiMedia Companies: GeekiMedia and any company that controls, is controlled by or is under common control with GeekiMedia.

47. Applicable Laws: We control and operate GeekiMedia Sites from our offices in Australia. The laws of Victoria, Australia govern these user terms, and you submit to the jurisdiction of the courts there.

## What if you think your content's being used without your permission?

48. There are two main ways to let us know if you think your content is being used without permission. For copyright owners - the DMCA takedown notice process is described below. For other IP rights owners, including trademark owners - you can contact us at [info@geekimedia.com](mailto:info@geekimedia.com).

49. DMCA takedown notice process: If you're a copyright owner you'll need to send a signed, dated DMCA takedown notice to us. We have to send this DMCA takedown notice to the other person, which means your details will be passed to them. The other person can submit a DMCA counter-notification if they disagree with your DMCA takedown notice and they might contact you directly using your contact details. The quickest way is to send it to our support team at [info@geekimedia.com](mailto:info@geekimedia.com). The notice must:

- Tell us about the content that you claim infringes your copyright, including a description and where we can find it - include the URL;

- Tell us about your copyrighted content and let us know where we can see this published -include the URL;
- Give us a detailed explanation about how you believe the content violates your copyright;
- Include your full name and contact details, including your address, phone number and email address;
- Include the date and your signature; and
- Include the following two statements:
  - "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
  - "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

50. Address for notices: All notices should be addressed to the GeekiMedia Copyright Agent at 115 Peachtree Lane, Egg Harbor Township, NJ USA 08234 email to [info@geekimedia.com](mailto:info@geekimedia.com).

[Agree and continue](#)

[I disagree, get me out of here!](#)