1. Definitions
The Agreement, as varied from time to time in writing, applies to all sales of goods and the provision of all services by the Supplier to the Client pursuant to the Agreement.

a. “Agreement” means the terms and conditions herein and the proposal.

b. “Client” means the person and/or business described within the proposal.


d. “Authorisation” means the acceptance of the Proposal, making a payment or signing this Agreement.

e. “Fees” means the amount contained in the proposal.

f. “Website” means the Client’s website designed, built and/or hosted pursuant to this Agreement.

g. “Intellectual Property” means the intellectual property attaching to the Services including copyright, patents, trademarks, design rights, domain names whether registrable or not and whether registered or not.

h. “Confidential Information” means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably to be considered to be confidential based on its context, nature or the manner of its disclosure, but excluding:

   a. Information that is in the public domain other than by a breach of this Agreement and

   b. Information developed independently by a third party. Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Proposal.

2. Offers
The Client engages the Supplier to provide the Services as defined in the Proposal. To accept the Supplier’s offer to provide the Services, the Client must execute this agreement or pay either the agreed deposit or agree to a payment schedule (any of these acts, individually or combined is considered “Acceptance”). If Acceptance does not take place within 28 days from the date the Agreement is provided to the Client, then the Supplier’s offer to provide the Services will expire without further notice to the Client.

3. Services
The Supplier will provide the chosen services to the specifications contained in the Proposal (herein referred to as “the Services”). Supplier will initiate the service right within 24-48 hours of first payment receipt and the client will be notified about the same via email.

You acknowledge and accept that all execution tasks can be conducted by supplier in any part of the world.

4. Fees
The Client agrees to pay the Supplier the Fees for the Services as contained in the Proposal. The Supplier may, at the cost of the Client, engage the services of a debt recovery agency or law firm to assist it with the recovery of the Fees, if payment is more than 7 days late.

a. You agree to pay for the services we provide for

b. If you transfer a domain name registered to you to another registrant or to be managed by another registrar, all charges owing to us shall become immediately due and payable on the date of that transfer.

c. In all paid campaigns the minimum monthly campaign maintenance fees will be charged until the media spend (predefined budget paid to Google, FB etc) is exhausted in full.
d. The supplier will automatically debit your supplied credit card weekly or monthly fees for the services & management fees which you are engaged unless you & we have agreed to charge the fees using a different basis, method or timeframe.

5. Notices

All notices must be in writing and can be given by:

1. Hand delivery
2. Registered post
3. Email.

A notice is deemed to be given and received:

1. If delivered in accordance with clause 1, on the next Business Day after delivery.
2. If sent in accordance with clause 2, in 5 Business Days after the day of posting.
3. If delivered in accordance with clause 3, on the next Business Day after sending.

The minimum paid notice period for the “termination of contract” as defined in this agreement which is 45days notice period cannot be modified or adjusted with any FREE service period at any given point of time. The client agrees to respect the notice period clause at all times & is expected to pay for it without any arguments of guarantees or otherwise.

6. Breach & Termination

The Client will be in breach of this Agreement upon:

a. Failing to pay the Fees in accordance with the Proposal or agreed on a payment schedule.
b. contravening any obligations pursuant to the terms of this Agreement.
c. Failing to respond to the Supplier’s communication in a timely manner.
d. Failing to act in a professional manner.
e. disparaging the Supplier on social media, forums, reviews or websites.
f. Failing to supply adequate access to any of the following: client’s website, Google AdWords account, Google Analytics, Facebook Ad Management, cPanel, FTP or CMS logins within 14 days of signing the Agreement.

The Supplier may terminate this Agreement if the Client has failed to remedy any breach within 14 days of notice. If the Client cancels any Direct Debit Authority, this does not affect the Client’s liability to pay the Fees in full under the Agreement.

7. Confidentiality

A party must not, without the prior written consent of the other party, use or disclose the other party’s Confidential Information unless expressly permitted by this Agreement or required to do so by law or regulatory authority.

A party may:

a. Use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement.
b. Disclose the Confidential Information to its employees or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

8. Indemnity

The Client hereby unconditionally and irrevocably agrees to indemnify and keep indemnified the Supplier, its officers, employees and agents against any and all, including Third Party, actions, claims, demands, losses, liabilities or costs (including legal costs) that arise, or result from, or are in any way connected with the Services, including but not limited to the sale of any product or service via the Client’s Website.
9. Limitation of Liability

The Supplier excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages or loss. To the full extent permitted by law, the Supplier excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement or the Proposal. If failure to supply is caused by matters beyond the Supplier’s reasonable control including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, limitations from third-party tools, inability to obtain necessary supplies and any other force majeure occurrence. This Agreement is to be read subject to any legislation, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations.

10. Warranties

Each party warrants that:

1. The execution and delivery of this Agreement has been properly authorised
2. It has full corporate power to execute, deliver and perform its obligations under this Agreement
3. This Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy
4. Other than in relation to material included in the Services by the Client or any third party from time to time, any use of the Services by the Client in accordance with this Agreement will not infringe the right of any party and will not breach any applicable law. In addition, the Client warrants that any material which the Client causes to be published, displayed or contained with the provided Services will not contain any illegal or unethical material and the copyright for all, text, images and materials used is owned by the Client. If you are not the customer, you warrant that you have the power and authority to enter into this Contract on behalf of the customer and will indemnify us for any breach of the Contract by the customer.

11. Web Design, Landing Pages and Sales Funnels

Upon request by the Client, the Supplier agrees to design and develop a website, landing page or sales funnel in accordance with the Proposal. Before the Supplier commences work, the Client must pay the Supplier 60% of the Fees outlined in the Proposal and the balance prior to the website, landing page or sales funnel moving into development. During the design phase, the Client is entitled to 1 revision of the landing page or 2 revisions of the website. This is included in the fee outlined in the Proposal. After approval of the website or landing page by the Client, any requested adjustments, modifications, amendments or improvements in usability, functionality or design are considered outside of the original Proposal and Additional Fees will apply. The Client agrees to adhere to approval timelines set out by the Supplier. Failure by the Client to respond timely to approval deadlines will be interpreted by the Supplier as implicit approval of collateral.

11.1 Website Design Services:

11.1.1 Establish and Build plans are subscription services to design, build, host and manage your business website.
11.1.2 Grow plans are a monthly payment plan service to design, build, host and manage your business website. Done For You Grow plans are also available at a one-off cost stipulated on the website at the time of purchase.
11.1.3 Establish and Build are provided using template designs. The templates are customisable to a degree but contain inherent limitations. We do not provide any guarantee that the templates can be customised to meet all your requirements.
11.1.4 Grow plans are provided using modular designs. The modular designs are customisable to a degree but contain inherent limitations. We do not provide any guarantee that the templates can be customised to meet all your requirements.
11.1.5 We may use third-party contractors to perform the services. If we do, we will pass to those contractors your contact details and any information or materials that you supply to us such as the description of your requirements and content to be included in the website.

11.2 Term of the service – your commitment

11.2.1 There is a minimum term (Initial Term) to the Services except for the "no fixed term" Establish plan. The Initial Term will commence when you accept our proposal. If you select the monthly payment option, you will be required to pay an upfront set-up fee and a monthly fee for each month of the Initial Term. If you select the up-front payment option, you will be required to pay all fees at the commencement of the Initial Term. The fees that are payable to us for the Initial Term are the Total Contract Value.

There is no minimum term to the “no fixed term” Establish plan. You will be required to pay an upfront set-up fee and monthly subscription fee in advance for each month (or part month) that you receive the Establish services.

11.2.2 If you have selected the monthly payment option, at the completion of the Initial Term, your service will roll into a month to month service. If you have selected the upfront payment option, your service will roll into a further term of the same length as the Initial Term.

11.3 What features are there?

11.3.1 We will build your website using category-specific, pre-produced images from our libraries. We will also supply written content based on the requirements of your brief. If you prefer, you may provide us with your own content. If you do so, you are solely responsible for ensuring that the content you supply complies with all applicable laws and does not infringe the rights of any third party. We reserve the right to refuse to use any content that breaches our Acceptable Use Policy.

11.3.2 Any software or plugins made available to you by us for use with the service (Add-ons) must be associated with your Done For You Website and are not transferable to any other accounts you have with us, or any other websites. Not all Add-ons may be compatible with your website which is why you need to confirm your requirements before the build commences.

These Add-ons require an active plan to the Services to remain active. We offer a number of Add-ons as standard for all Services which are subject to change and may be removed or added at our discretion and without notice to you. Many of the Add-ons are plugins which are supplied by third parties and we can only provide limited support for them. Add-ons will automatically renew on a monthly basis (unless specified otherwise) until they are cancelled by you or the Service is terminated.

11.3.3 If your service includes compatibility for a third party plugin:
   a. It is your responsibility to provide configuration details.
   b. You are responsible for all fees associated with the 3rd party plugin.

11.3.4 Your Establish and Build website is backed up each time it is republished, but these are limited to 10 available backups within the last 12 months. Done For You Grow is backed up daily for a rolling period of 14 days. If you need to restore your website from a backup, we will use best efforts to do so but cannot be liable if the backup is incomplete or corrupt.

11.3.5 Whilst this service does not include security services, we will use best endeavours to secure your website, however, you accept that it is not possible to prevent all malicious activity. We do not warrant that the Services will be uninterrupted, timely, secure or error-free, or that they will be free from hackers, virus, denial of service attack or other persons having unauthorised access to our services or those of our suppliers.
11.3.5 Whilst this service does not include security services, we will use best endeavours to secure your website, however, you accept that it is not possible to prevent all malicious activity. We do not warrant that the Services will be uninterrupted, timely, secure or error-free, or that they will be free from hackers, virus, denial of service attack or other persons having unauthorised access to our services or those of our suppliers.

11.3.6 If you wish to upgrade your website Establish service to the Build plan this is possible through your cPanel hosting. If you wish to upgrade your Done For You Build service to the Grow plan, this would require a new website build due to platform constraints. Whilst we will use all reasonable efforts, it may not be possible to reuse any part of your old website.

11.4 Delivery of the Service

11.4.1 There are several steps to the delivery of the Services. Completion of the design and build in a timely manner depends upon your responsiveness to our requests for feedback and/or approvals Unless stated otherwise, we will expect you to respond to our requests within 5 business days. We are not responsible for any delays in provisioning the Service because of your failure to respond as requested or required.

11.5 Change in Scope

11.5.1 If you request a material change in scope after the Brief has been finalised, we may treat this request as a cancellation of the service at our discretion (reasonably applied), and the cancellation terms will apply. The new scope will then be treated as a new order.

The steps are as follows:

<table>
<thead>
<tr>
<th>Delivery steps</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome call</td>
<td>We will make an appointment to speak to you by phone to obtain your detailed requirements and instructions. All customer requirements, including a selection of a template, must be finalised at the Welcome Call, or within 5 business days afterwards, otherwise, a selection will be made on your behalf.</td>
</tr>
<tr>
<td>Brief</td>
<td>We will email you with the agreed list of requirements obtained from the welcome call. If you do not respond to the Brief within 5 business days by email, we will assume you do not require any further changes and will proceed to the first draft.</td>
</tr>
</tbody>
</table>
| Draft and review process | After acceptance of the Brief, we will use best efforts to supply a first draft:  
For Core plan within 25 business days  
For Core Plan + Advanced Addon within 27 business days  
For Core Plan + eCommerce Addon within 30 business days.  
Two revisions are included in all plans. You will be required to review the website draft and provide feedback within 4 business days of receiving each draft. If you fail to respond within that timeframe, the review process will be regarded as complete and you will be deemed to have accepted the completed website.  
We may cancel the services if you have failed to respond to our requests for feedback for longer than 3 months and the cancellation terms will apply. |
Go Live
You need to provide approval for website Go-live. The website does not go live until email approval is provided.

The ongoing monthly fees will continue to be charged after the completion of the review process even if the website does not go live.

Support post go-live
Any support or revision required post web build will be provided in accordance with the details of your plan. We will respond to your requests within 5 business days provided you give us adequate information for the update.

11.6 Intellectual Property Rights

11.6.1 Upon payment of fees in full, and once we have finished and delivered the design, we will grant you a royalty-free licence to use, display and publish the Done For You website for the duration of the Services. The publication of the website completes our obligations to you under these Service Terms for the design and build elements. The ongoing services will be for hosting, email and the ongoing management of that website (subject to your payment of ongoing monthly fees for the Service).

11.6.2 You grant to us a royalty-free, worldwide licence to use, reproduce, modify, edit or otherwise all content you supply, and to cache the entirety of your Website (including your Content) was hosted by us. You are responsible for obtaining any consents required of any third parties in connection with the grant of this licence to us. You also agree that any such caching is not an infringement of any of your intellectual property rights or any third party’s intellectual property rights.

11.7 Obtaining ownership of the website (Done For You Establish and Build)

11.7.1 Establish and Build websites cannot be ported away or hosted independently from our services as they are built on a proprietary platform. Obtaining ownership and getting administrative access to the website.

11.7.2 Under certain circumstances, we will provide full administrative access, and transfer all rights in the Done For You Grow developed website to you. To the extent that the website includes our background intellectual property (such as our templates and content), we will grant to you a perpetual royalty-free licence to use, display and publish the Done For You Grow website. If you attempt to obtain a copy of the website without our consent, it will be treated as a breach of your contract and all rights that you may have been given to use and publish the website content will be revoked. The transfer of ownership can take place as follows:

  a. During the Initial Term, upon payment of the balance of the Total Contract Value.
  b. After the Initial Term but before the end of the second 12-month term, upon payment of the balance of the fees for the rest of the term. It is your responsibility to obtain a copy of the website if you wish to use it independently of our service. Once you have been provided with full administrative access, we cannot be responsible for changes not made by us. Additional charges at our then-current T&M rates may apply if you require us to update or fix the website.

11.7.3 We do not warrant that you can obtain a trademark, copyright or other protection in the Website and cannot provide any advice or guidance in respect of, any potential intellectual property rights issues which may arise from your use of the Services (including without limitation the use of Content in the Website).

11.8 Cancellation

  a. You can terminate the “no fixed term” Establish service on 30 days notice. If you wish to terminate any other service before the end of the Initial Term, the following provisions will apply:
## Terms & Conditions

### Date of cancellation

<table>
<thead>
<tr>
<th>Date of Cancellation</th>
<th>Termination Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before you receive the first draft</td>
<td>50% of Total Contract Value</td>
</tr>
<tr>
<td>After you receive the first draft</td>
<td>80% of Total Contract Value</td>
</tr>
<tr>
<td>After completion of the review process</td>
<td>Total Contract Value</td>
</tr>
</tbody>
</table>

1. **If you have selected the monthly payment option**, you will be required to pay us the **Early Termination Fee** less any fees you’ve already paid us. If you have selected the upfront payment option, we will reimburse you the balance of your fees, if any, after deduction of the **Early Termination Fee**.

2. **Once the service is cancelled**, all licences in the website will be terminated and the website will be deleted without any liability to us whatsoever. We will not keep a copy of the website. Deletion of the website means deletion of all data including but not limited to website files, images, videos, email, databases, and all other intellectual property.

### 12. Google AdWords [ Pay Per Click (PPC) Search Engine Advertising ]

Upon request by the Client, the Supplier agrees to provide the Client with a management service of a Google AdWords account in accordance with the Proposal. For the purpose of providing this service, the Client authorises the Supplier to create a Google AdWords account on his/ her/its behalf, including but not limited to Google Analytics. The Supplier will build the Google AdWords account in the Supplier’s own ‘My Clients Centre’ (herein referred to as “MCC”) and will own all data associated with it. The Client acknowledges that Google AdWords are subject to Google’s Terms and Conditions. The Supplier is not liable if the Client’s Google AdWords account or campaigns are rejected by Google. The Client acknowledges that the Supplier makes no warranty or cannot guarantee that Google AdWords will generate any increase in sales or business activity and he/she/it will not hold the Supplier liable for any loss or damage arising from the Google AdWords management.

The minimum Google AdWords management term is a period of 3 months and will continue thereafter on a month-to-month basis, until the Agreement is terminated by the Client providing 45 days written notice. In the event the Client terminates the Google AdWords service or this Agreement with in the minimum 3-month term, the remaining term becomes due and payable immediately by the Client. During the Google AdWords management term, the Client will not have direct access to the AdWords portal or MCC.

#### 12.1 Service

12.1.1 The Service includes the creation, customisation and ongoing support of a Google Ads and/or Microsoft Advertising (collectively Ad Platform) advertising campaigns (Campaign).

12.1.2 Prior to the commencement of the Campaign, we will agree with you the fee that we will charge for managing your Campaign (Management Fee), the minimum term for the Campaign, target Advertising Keywords (Ad Keywords) and a monthly budget to be spent with the Ad Platform (Budget).

12.1.3 You will pay to us the monthly Management Fee.

12.1.4 We will implement the Campaign with the Ad Platform and you appoint us as your agent for the purposes of creating, managing and operating an account with them. If the monthly amount spent with the Ad Platform is less than 80% of the agreed Budget, the unused amount will be transferred to the Budget for the next month. At the end of the Campaign, any unused Budget will expire.

12.1.5 Completion of the Campaign build and launch time depends upon your responsiveness to our requests. When requested, you must provide us with website information, visitor statistics, suggested Ad Keywords for key phrase testing and any copy suggestions for ad creation. We are not responsible for any delays in provisioning the Campaign which may occur as a result of your failure to respond as requested or required.
12.1.6 We will need to limit access to the Ad Platform account for the duration of your campaign being managed to ensure we are able to fully control and optimise your campaign outcomes. This means that you will not be provided account access unless this is ‘read-only’ access.

12.1.7 Please note that if you wish to suspend (temporarily pause) Supplier management of your AdWords accounts then your Google advertising must also be suspended/temporarily pause (which we will arrange).

12.2 Acknowledgements

12.2.1 You acknowledge that we have no control over the advertising policies of Google with respect to the sites and/or content that it accepts now or in the future. Your Campaign may be rejected or excluded at any time at the sole discretion of Google in line with their Google Ads Policy http://support.google.com/adwordspolicy.

12.2.2 You acknowledge that we have no control over the advertising policies of Microsoft with respect to the sites and/or content that it accepts now or in the future. Your Campaign may be rejected or excluded at any time at the sole discretion of Microsoft in line with their Microsoft Advertising Policy https://about.ads.microsoft.com/en-au/resources/policies.

12.2.3 We will use best endeavours to ensure that your advertisement will appear on the Ad Platform searches, however, we make no warranty that the Service will generate any increase in sales, business activity, profits or any other form of improvement to your business.

12.2.4 Supplier reserves the right to not set up your ConvertoPages account.

12.2.5 Supplier reserves the right to stop managing your ConvertoPages account and terminate this Agreement at any time by written (or email) notice to you.

12.2.6 If you wish to suspend or cancel supplier management of your ConvertoPages accounts at any time then please let us know by phone or email.

12.2.7 Upon termination or expiration of this Agreement, all Convertopages will be taken down and not accessible as they remain the property of the supplier and may delete any Customer archived data within 30 days after the date of termination.

12.2.8 Client Acknowledge that all the traffic source including Google PPC and Facebook Ads campaign Pixel setup would be done by client. If client wants to take care by supplier then if any delayed or error accoutred on campaign then supplier would not responsible for that.

12.2.9 Supplier reserves the rights to ask client to fix that issue with their developer by providing guidelines.

12.3 Intellectual Property

12.3.1 You are solely responsible for ensuring that you have all appropriate rights and licenses to the content that you supply and which is utilised in the Campaign. We reserve the right, in our sole discretion, to refuse to use any content we believe is objectionable or which we believe may infringe upon the intellectual property rights of others, or would be in breach of our Acceptable Use Policy, however, we do not warrant that we will be able to screen all content to ensure that it is non-infringing.

12.3.2 You agree to indemnify us against any claims arising out of or relating to your content, Ad Keywords and your use of the Campaign.

12.4 Cancellation and Termination

12.4.1 You may place Campaigns on hold at any time at the conclusion of any minimum term (if applicable) by providing one (1) months prior written notice (On Hold). On Hold, requests will automatically suspend all access to the Campaign. Campaigns may remain On Hold for a maximum period of one (1) month, after which time they may be cancelled without notification. Restarting any Campaign which is On Hold is solely your responsibility.
12.4.2 You may terminate the Service at any time after the minimum term by providing 1 month's prior written notice. Cancellation will automatically terminate all access to the Campaign.

12.5 Publication

12.5.1 Once we have created the Campaign, we will automatically publish to Google and other applicable advertising channels. You acknowledge and accept this may occur without your approval being requested, and you authorise us to publish in this manner. Once published, you will have the opportunity to review the Campaign and provide us with any revision requests.

12.5.2 If you have objections to the Campaign, you must immediately notify us via email and specify the reasons for your objections. We will investigate those reasons and, where we consider such objections to be reasonable, genuine issues raised in good faith, attempt to resolve. Note: Supplier will accept all media spend (Google ad spend) in paid campaigns only via bank transfers & the same is fully or partly non-refundable under any conditions.

13. Search Engine Optimisation (SEO)

Upon request by the Client, the Supplier agrees to optimise the Client's Website in accordance with the Proposal. As outlined in the Proposal, the Supplier guarantees to rank at least 10% of proposed key phrases on page 1 of Google (pages from Australia) within 90 days, 30% in 180 days and 60% in 365 days (from initial onsite implementation) (herein referred to as "the SEO Guarantees"). In the event the Supplier does not achieve the SEO Guarantees within the time frame stipulated, the Supplier agrees to continue to provide the service for free. * Supplier retains the right to terminate the contract after 1 month of free work.

SEO Guarantees do not apply under month-on-month contract and also not apply in the case where SEO services are being applied to a brand-new domain without an existing domain redirecting to the brand-new domain. Notwithstanding the SEO Guarantees, the Client acknowledges that the Supplier makes no warranty or guarantee that SEO will generate any increase in sales or business activity and he/she/it will not hold the Supplier liable for any loss or damage arising from SEO. Further, the Client acknowledges that SEO is governed by many factors which are outside the direct control of the Supplier and may affect the ranking of the website / overall performance of SEO. For example:

1. If the Client's website has poor or duplicate content.
2. If the Client's website is on an SEO unfriendly content management system (CMS).
3. If the Supplier cannot get access to the Client's hosting and or CMS.
4. If the Client's website is suffering from a penalty, either automatic or manual from Google.
5. If the Client's website has an unnatural link profile.
6. If the Client's website is hosted on a slow or blacklisted server.

In addition, the Client acknowledges that Google continually updates its search algorithm, which may have a negative impact on the Client's website rankings at any time. In such circumstances, the Supplier will endeavour to rectify any negative impact as quickly as possible but makes no guarantee rankings will improve. In rare circumstances, the Company may have to move the Client's website to a new domain to remove a penalty and the Client must accept this recommendation. The minimum SEO term is a period of 12 months and will continue thereafter on a month-to-month basis, until the Agreement is terminated by the Client providing 45 days written notice. In the event the Client terminates the SEO service or this Agreement within the minimum 12-month term, the remaining term becomes due and payable immediately by the Client.

13.1 You acknowledge and agree that:

13.1.1 You and Supplier shall agree on the key phrase or key phrases (depending on the Services that you have elected to obtain from us) in respect of which we will provide the Services (as the context requires, depending on the Services that you have elected to obtain from us (Agreed Key phrase/s).
13.1.2 You agreed to provide us with any information, material, excerpts of or links from or to any content (Your Web Site Information) on Your Web Site reasonably requested by us, to assist us with providing the Services to you. You acknowledge and agree that failure to comply with this clause 6.2 will amount to a material breach of contract and enable us to terminate the Services with all applicable remaining fees immediately due.

13.1.3 You agree that we may from time to time during the Service, propose changes to any website owned or operated by you in respect of which the Services are being provided (Your Web Site), including, without limitation, to suggest adjustments to Your Web Site in the event that search engine algorithms change, and which we consider might assist you in improving the ranking of Your Web Site (Optimisation Change(s)).

13.1.4 If you agree to provide us with FTP (file transfer protocol) access (FTP Access) to Your Web Site, we agree not to make any Optimisation Changes to Your Web Site, without your prior written consent to such Optimisation Changes.

13.1.5 In the event that you do not agree to provide us with FTP Access, we agree that any Optimisation Changes will be provided by us to you in writing.

13.1.6 We agree to provide you with monthly written ranking reports with respect to the Agreed Key phrase/s (Benchmark Report).

13.1.7 You are legally entitled to market and promote the products and services which are featured on Your Web Site and that you hold all approvals, licences and authorisations required to market and promote those products and services; and the content appearing on Your Web Site and Your Web Site Materials are complete, true and correct and not misleading or deceptive.

14. Facebook

Upon request by the Client, the Supplier agrees to promote the Client’s business on Facebook in accordance with the Proposal. The Client acknowledges that any Facebook advertisement is subject to Facebook’s terms and conditions and Facebook reserves the right to refuse an advertisement at any time, for any reason. If such circumstances arise, this does not affect the Client’s liability to pay the Supplier’s Fees.

The Client acknowledges that the Supplier makes no warranty or guarantee that Facebook advertising will generate any increase in sales or business activity and he/she/it will not hold the Supplier liable for any loss or damage arising from Facebook advertisement. The minimum Facebook term is a period of 3 months and will continue thereafter on a month-to-month basis, until the Agreement is terminated by the Client providing 45 days written notice. In the event the Client terminates the Facebook service or this Agreement within the minimum 3-month term, the remaining term becomes due and payable immediately by the Client. The Client acknowledges he/she/it is fully responsible for payment of invoices generated by Facebook for pay-per-click fees. In the event that a Facebook invoice is unpaid, the campaign will cease until the invoice/s is/are paid. In such circumstances, the Supplier’s management fee will continue to be charged and there will be no refunds or credits.

14.1 Facebook Advertising

14.1.1 Prior to the commencement of a Facebook advertising campaign, we will agree with you the fee that we will charge for managing your Campaign (Management Fee), the minimum term for the Campaign, target Facebook Advertising (Ad Spend) and a monthly budget to be spent with Facebook (Budget).

14.1.2 We will plan for and use reasonable endeavours to spend the full Budget each month. There will be no refunds given or credits transferred to subsequent months if the full amount is not spent within that month.

14.1.3 We are not obliged to provide any refunds for any portion of the Budget that has not been spent if the Services are cancelled for any reason.

14.1.4 Add-on packs may be purchased on a month by month basis at any time.
14.2 Third-party sites

14.2.1 The provision of the Service may rely on websites operated by third parties outside our control (Third Party Sites). We're not responsible for availability, accuracy, legality or decency of material or copyright compliance of the Third Party Sites.

14.2.2 Linking to Third Party Sites is entirely at your own risk and we're not liable or responsible for any advertising, products or materials on Third Party Sites.

14.2.2 We are not responsible or liable in any way for any loss or damage you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon a Third Party Site.

14.3 Facebook Ads: Term & Termination

14.3.1 The minimum term for Managed Social Media is three (3) months. You will be liable to pay all fees for the minimum term even if you terminate the Service before the end of the term.

14.3.2 If you wish to terminate the Service at the expiration of the minimum term, you need to give 10 business days notice prior to the end of the minimum term.

14.3.3 Upon completion of the minimum term, the Service will roll on a monthly basis. Any cancellation requests must be made no later than 10 days before the end of the next billing month.

Note: Supplier will accept all media spend (Facebook paid budget) in paid campaigns only via bank transfers & the same is fully or partly non-refundable under any conditions.

14.3.4 Client Acknowledge that all the traffic source including Google PPC and Facebook Ads campaign Pixel setup would be done by client. If client wants to take care by supplier then if any delayed or error accoutred on campaign then supplier would not responsible for that.

14.3.5 Supplier reserves the rights to ask client to fix that issue with their developer by providing guidelines.

15. Google Map Optimization

1. Multiple Locations – Please get in touch with us if you have multiple locations and need a special quote
2. There are many outside variables that can affect maps rankings with are not in our control
3. We may need login access to your website to properly optimise your website
4. We must need login access to your Google My Business Page to properly optimise your Google listing
5. Some variables that can affect Google Maps Rankings:
   1. Strong on-page optimisation
   2. Having pages that are relevant to the target key phrases
   3. Having your Google place map embedded on your website
6. Although there are no guarantees for any marketing or advertising campaigns you do, we have a great track record with helping our clients get into Google Maps for multiple keyword phrases.
7. This is not full Local SEO, this is Google Maps Optimisation. Since our local maps optimization includes citation building with backlinks to your website, this can help you with your organic rankings as well.
8. We are en experts in ranking our clients in Google Maps and organic rankings. We can not guarantee Google maps rankings and we use the same process on our website as we are providing for your website. Our process is tried and tested to provide the best possible results. If your business has moved recently we need to first clean up all the pieces of information about your business/listings online first. Get in touch with us if your business has recently moved to a new location, changed business names or you have changed your phone #.
16. Copyright and Intellectual Property Rights

The technology and content provided by the Supplier, unless specified otherwise in writing is owned by or licensed to the Supplier. Content includes but not limited to text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software.

For all content, imagery or photography provided to the Supplier in the provision of the Services, the Client hereby warrants:

1. They own the intellectual property rights in that content.
2. That content does not infringe the intellectual property rights of a third party.
3. That content is not fraudulent, stolen, or otherwise unlawful.
4. That content does not violate any applicable law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, or criminal law).
5. That content is not defamatory, unlawfully threatening or unlawfully harassing; and
6. That content does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware.

The Supplier at its sole discretion reserves the right to refuse any content it considers to be in contravention with any of the above statements.

The Supplier and its licensors retain all proprietary rights to that content and technology and other intellectual property rights in any work created, commissioned or otherwise acquired by the Supplier during the implementation of the Services until full payment has been received.

Upon full payment, the Supplier hereby agrees to transfer to the Client all rights title and interest in the copyright and other intellectual property rights in all artwork, manuals, information, material reports, source code and other output which is produced, extended or modified during the implementation of the Services.

17. Responsibilities of the Client

The Client acknowledges that if a debit is returned by his/her/its financial institution as unpaid, a failed payment fee is payable by the Client to the Supplier. The Client will also be responsible for any fees and charges applied by his/her/its financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any debt recovery agency or law firm's fee, as may be incurred by the Supplier. The Client authorises the Supplier to attempt to re-process any unsuccessful payments after 3 business days. If the payment remains unsuccessful after 14 days, the Client authorises the Supplier to suspend all services, pending full payment. In the event of a failed payment, the Client agrees to pay the Supplier an administrative fee of $12 per failed transaction within 7 days of an invoice being provided.

18. Assignment

No party may assign or otherwise deal in any way with its rights under this Agreement without the prior written consent of the other party.

19. Severability

If a provision is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

20. Entire Agreement

This Agreement and the Proposal together form the entire agreement between the parties about its subject matter and supersedes all other discussions, negotiations, representations, arrangements, warranties or agreements.
21. Variation
This Agreement may only be amended or varied in writing signed by all the parties.

22. Waiver
Any rights under this Agreement may not be waived or varied except in writing signed by the party to be bound. Unless otherwise expressly stated in the Contract, no waiver or relaxation in whole or in part of any of the terms and conditions of the Agreement will be binding on the Supplier unless in writing and signed.

23. Jurisdiction
1. The laws of Victoria govern this Agreement and each party submits to the exclusive jurisdiction of the courts of Victoria. Clickmatix reserves the right, at its discretion, to change or modify all or any part of these Terms and Conditions at any time. Such changes or modifications shall be effective immediately upon notice published on the www.clickmatix.com.au site, your continued use of the Service constitutes your binding acceptance of these Terms and Conditions, including any changes or modifications made by Clickmatix as permitted above. If at any time these Terms and Conditions are no longer acceptable to you, you should immediately terminate your subscription to the Service in writing.

2. Clickmatix does not warrant or guarantee: that any information available on or through Clickmatix will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminative or destructive properties; that the information available on or through Clickmatix will not contain adult-oriented material or material which some individuals may deem objectionable; or that the functions or services performed by or through Clickmatix will be uninterrupted or error-free, or that defects in Clickmatix will be corrected. It is the sole responsibility of the user to isolate software and information, execute anti-contamination software and otherwise take steps to ensure that software or information, if contaminated or infected, will not damage user's information or system.

3. If your instalment payment has not been made, as per your payment terms, your account will be suspended until payment has been received and a reactivation fee of $50 will apply. If there is no payment after 90 days for an instalment, as per the payment terms, the account will be cancelled and the account will not be subject to any form of a refund. Cancelled accounts cannot be reactivated and any account history or information will not be retrievable.

4. Clickmatix do not offer refunds on any monthly payments already made where cancellation was requested after the date paid.

5. Clickmatix do not offer refunds on any monthly payments already made where cancellation was requested after the date paid. Clickmatix™ will automatically debit your supplied credit card weekly for the weekly Management Fees unless you and we have agreed to charge the Management Fee using a different basis, method and/or time frame.

6. Clickmatix™ reserves the right to stop managing your Google AdWords/Facebook advertising account and terminate this Agreement at any time by written (or email) notice to you. If this occurs your Clickmatix™ weekly management fee will stop at the end the second week after the termination date.

7. If you wish to suspend or cancel your Clickmatix™ management of your AdWords/Facebook advertising accounts at any time then please let us know by phone or email. We will then book a meeting (in person or by phone) with you and one of our team leaders or managers to discuss your requirements, feedback or concerns. If you still want to suspend or cancel after the meeting then your Clickmatix™ weekly management fee will stop at the end of the next two full billing cycles from the date of written notification. Please note that if you wish to suspend (temporarily pause) your Clickmatix™ management of your AdWords accounts then your Google advertising must also be suspended/temporarily pause

8. Upon cancelling Clickmatix™ management, all amounts owing to Clickmatix™ will need to be paid in full; any outstanding amounts will be due within 7 business days of cancellation.

9. Clickmatix™ reserves the right to engage a debt collector at your expense if there are any unpaid invoices overdue by 60 days.
10. These Terms and Conditions can be modified at any time by Clickmatix™. You agree to continue to be bound by these Terms and Conditions as modified. We will publish the revised Terms and Conditions on our website – we will not separately notify you of these changes.

11. Clickmatix™ reserves the right to not set up your account. At which time you will receive a full refund of all Setup Fees that you have paid. Please note that in all cases where we have already set up your new account there can be no refund of the Setup Fee.

12. Clickmatix™ reserves the right to stop managing your account and terminate this Agreement at any time by written (or email) notice to you. If this occurs your Clickmatix™ monthly management fee will stop at the next billing cycle after the termination date.

13. If you wish to suspend or cancel your Clickmatix™ management of your accounts at any time then please let us know by phone or email. We will then book a meeting (in person or by phone) with you and one of our team leaders or managers to discuss your requirements, feedback or concerns. If you still want to suspend or cancel after the meeting then your Clickmatix™ monthly management fee will stop at the end of the current billing cycle.

14. Upon termination or expiration of this Agreement by either party for any reason, (a) Clickmatix™ will cease providing the Services, (b) you will not be entitled to any refunds of any usage fees or any other fees, pro-rata or otherwise and (c) any outstanding balance owed to Clickmatix™ for your usage of the Services through the effective date of such termination or expiration will immediately become due and payable in full. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.

15. Upon termination or expiration of this Agreement, all will be taken down and not accessible as they remain the property of Clickmatix.

16. Upon termination or expiration of this Agreement by either party for any reason, Clickmatix™ may delete any Customer archived data within 45 days after the date of termination.

Sub-contracting – Clickmatix may employ any person, company or firm as a sub-contractor for the production or provision of any printed or other items in accordance with any original design or other work produced by Clickmatix for the Customer.

Non-payment – Failure by the Customer to meet financial obligations may result in legal proceedings by Clickmatix under which circumstances all legal costs and other administrative expenses will be recoverable in full by Clickmatix.

24. SUSPENSION AND TERMINATION

a. You agree that the supplier may, under certain circumstances and without prior notice, suspend or immediately terminate Your access to the Website and remove any associated User Content, including any profiles, works, information or contact details thereof.

b. Cause for such suspension or termination shall include, but not be limited to:
   a. Breaches or violations of the T&C, Privacy Policy and/or any other agreements entered into between you and the Provider.
   b. Requests by law enforcement or other government agencies.
   c. Discontinuance of the Website (or any part thereof).
   d. Unexpected technical or security issues or problems

c. You agree that all such suspensions or terminations shall be made at the supplier’s sole discretion and that the supplier shall not be liable to you or any third party for any such suspension or termination.
25. Refunds on Termination
a. Supplier provides full (100%) refund only if notice of termination is received in 3 calendar days after the payment and no work has started.
b. No Refunds made after 3 calendar days’ notice of termination. Supplier reserves the rights to charge full agreed terms fees if client wants to terminate the service or exit of full terms of service.

26. Support package
a. Telephone Support – Clickmatix shall provide support via phone and facsimile. Technical support is available Monday through Thursday 9 m. – 5 p.m. and Friday 9 a.m. – 4 p.m. AEST.
b. Website Support – Clickmatix will provide the Customer with access to its website support section. Specific offerings on the website may change from time to time at Clickmatix’s discretion; additionally, the Clickmatix website provides answers to frequently asked questions.
c. Email Support – Clickmatix will provide the Customer with email support Monday through Thursday 9 a.m. – 5 p.m. and Friday 9 a.m. – 4 p.m.AEST

27. Cancellations Policy
a. You must notify Clickmatix if you do not wish to renew your subscription/monthly management before the end of the current billing cycle. Clickmatix will automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files. If you have any issues with the service please contact us. Generically once payment is made the service is not refundable unless required by law.
b. Clickmatix reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or Clickmatix may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

28. Agreement Renewal
a. Client acknowledge that once agreement will be finished, it would be automatically converting in to month- to-month basis.
b. If client needs to stop their services or cancel subscription then they need to provide 45 days written notice before auto renewal on Month to month basis.