

GENERAL TERMS AND CONDITIONS

Impressive Digital Agency Pty Ltd | ACN 610 306 815

The Company is engaged by the Client to provide the digital marketing services according to the terms and conditions in the Agreement.

1. DEFINITIONS

The following definitions shall apply to the Agreement:

"Agreement" means these General Terms & Conditions; the Service Terms; the Privacy Policy; and the Statement of Work.

"Confidential Information" means: (a) the terms of this Agreement, including any Statement of Work and their respective subject matter, including Information submitted or disclosed by either Party during negotiations, discussions and meetings relating to this Agreement including a Statement of Work; (b) Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and (c) all other Information belonging or relating to a Disclosing Party that is not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement or which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party.

"Controller" means, in relation to a person: (a) a receiver, receiver and manager, administrator or liquidator (whether provisional or otherwise) of that person or that person's property; or (b) anyone else who (whether or not as agent for the person) is in possession, or has control, of that person's property to enforce an encumbrance.

"Disclosing Party" has the meaning given to the term in clause 11.

"Fee" means the fee for the Services, as specified in the Statement of Work.

"Information" means any information, whether oral, graphic, electronic, written or in any other form, including: forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data; copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; samples or specimens disclosed by either party; and forecasts, guides or media plans.

"Insolvency Event" means, in relation to a party, any one or more of the following events or circumstances: (a) being in liquidation or provisional liquidation or under administration; (b) having a Controller or analogous person appointed to it or to any of its property; (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand; (d) being unable to pay its debts or being otherwise insolvent; (e) becoming an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth); (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or (g) any analogous event or circumstance under the laws of any jurisdiction — unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation and in the case of the Client is approved by the Company.

"party" means a party to this Agreement.

"Receiving Party" has the meaning given to the term in clause 11.

"Relevant Party" means an employee, agent, director, officer, contractor, affiliate or associate of the Company.

"Service Date" means the date set out in the Statement of Work.

"Services" means the digital marketing services outlined in the Statement of Work.

"Service Terms" means the terms and conditions set out in Schedule 1.

"Statement of Work" means the document issued by the Company to the Client containing the particulars, including the Term, Services and Fees.

"Term" means the term of this Agreement as set out in the Statement of Work.

"We/Us/Our/Company" means Impressive Digital Agency Pty Ltd ACN 610 306 815 of Level 4/11-13 Wilson St, South Yarra VIC 3141.

"You/Your/Client" means the person or entity who engages the Company to provide the Services.

2. SUPPLY OF SERVICES

2.1 We shall supply the Services to the Client from the Service Date in accordance with the Agreement. For the avoidance of doubt, the Service Terms will apply to the specific Services set out in the Statement of Work.

2.2 Timeframes of Services are subject to change due to unforeseen events or circumstances beyond the Company's control and any indication of timeframes for the delivery of Services are an estimate only.

2.3 You are responsible for any delays or failure of us to perform our obligations under this Agreement caused by termination of access or changes to conditions outside of Our control.

3. TERM

This Agreement commences on the Service Date and continues until the end of the Term as set out in the Statement of Work unless the Agreement is terminated under clause 7.

4. YOUR OBLIGATIONS

4.1 You must:

- respond promptly to our communications in relation to the Services;
- provide accurate, complete and current information or documentation reasonably required by us to perform the Services;
- provide the Company with all assistance and co-operation in the performance of this Agreement as reasonably required by the Company including providing the Company with: (i) access to relevant personnel of the Client; and (ii) all Information, software, systems and documentation as requested by, or as otherwise necessary for, the Company.

4.2 You agree that You own all intellectual property rights in any material or Information provided to the Company.

4.3 You are responsible for any loss or damage caused as a result of:

- our use or reliance upon any images or trading names, or any data, Information, specifications, documentation, computer software or other materials that You provide to us;
- any delay or failure in Services as a result of Your failure to comply with our reasonable instructions or this clause 4;
- our compliance with any directions or instructions by you in relation to the provision of the Services;
- Your breach of this Agreement; or
- any damage to the reputation of the Company suffered as a consequence of Your breach of this Agreement, except to the extent that the Company has contributed to the loss.

4.4 Except to the extent that we expressly agree to do so as part of a Service, you are exclusively responsible for conducting backups of any of Your data (whether hosted on our computer systems or provided to us in connection with the performance of the Services) at such intervals as are reasonable having regard to the nature of the data.

5. PRIORITY OF AGREEMENT

5.1 Subject to clause 15.1, wherever there is any inconsistency between the provisions of these General Terms & Conditions, the order of precedence will be as follows:

- these General Terms & Conditions;
- the Statement of Work;
- the Service Terms; and
- our Privacy Policy.

The document higher in the order will take precedence to the extent of any inconsistency.

6. CLIENT ACKNOWLEDGEMENTS

6.1 The Company is not responsible for any failure to perform any of its obligations under this Agreement where such failure is caused or contributed to by the Client.

6.2 The Client acknowledges and agrees that if the completion of the Services is delayed or is required to be altered as a result of the following:

- if the Company suspends the provision of the Services in accordance with its rights under this Agreement;
- if the Company is required to provide the Services in circumstances other than those expressly or reasonably anticipated in this Agreement or stated in the relevant Statement of Work;
- if there is a change in the timing or complexity of the Services;
- any of the project assumptions or the scope relating to the provision of the Services set out in the Statement of Work is incorrect, subject to change or is altered, including during the course of the provision of the Services; or
- as a result of any act or omission by the Client, its agents, contractors or suppliers,

then the Client acknowledges and agrees that: (a) the dates for provision of the Services will be delayed or changed as the Company reasonably considers necessary; and (b) the Company may need to increase the Fees relating to the provision of any amended or revised Services which are required as a result of any of the events listed in clauses 6.2(a) to 6.2(e), subject to both parties agreeing in writing to any such changes to scope and Fees prior to the changes taking effect, in accordance with clause 6.3.

6.3 Any changes to the scope of the Services or Fees must be agreed in writing by both parties prior to such changes taking effect. No party shall be bound by any proposed variation unless and until such variation is documented and signed by both parties.

7. FEES AND PAYMENT

7.1 You agree to pay us the Fees set out in the Statement of Work in consideration for the Services.

7.2 Unless otherwise agreed in writing, payment of the Fees must be made by direct debit or payment in advance in cleared funds. No work will commence until such payment is made or direct debit scheduled. Invoices will be issued monthly in advance and are payable within fourteen (14) days of the invoice date. Payment must be made in full without deduction or set-off of any kind.

7.3 Without prejudice to our other rights and remedies under this Agreement, if any Fees are not paid by their due date, we reserve the right to immediately suspend the Services until payment is made.

7.4 In the event of a failed debit payment, the Client agrees to allow to be debited from their account an administration fee of \$9.90 including GST by the third party debit provider engaged by the Company (including any interest charged on overdue amounts, calculated at the rate referred to in Section 2 of the Penalty Interest Rates Act 1983 (Vic)).

7.5 If we have taken action to recover overdue amounts from you, you are liable to pay any reasonable costs incurred by us in recovering the debt, including but not limited to any legal expenses and collection agency charges.

8. TERMINATION

8.1 Unless otherwise agreed in writing by the Company, the Client is not permitted to terminate this Agreement before the end of the Term where the Company has been engaged for a fixed term (e.g. 12 months). Where the Company has been engaged for a fixed term, at the end of the fixed term the Agreement will continue on a rolling monthly basis until either the Company or Client provides not less than sixty (60) days written notice to terminate this Agreement.

8.2 Where the Company has been engaged on a month to month basis, the Client can terminate this Agreement by providing not less than sixty (60) days written notice to the Company.

8.3 A non-defaulting party may terminate this Agreement immediately by notice in writing to the other party if:

- the other party commits a material breach of its obligations under the Agreement which cannot be remedied;
- the other party commits a material breach of its obligations under the Agreement but fails to remedy that breach within 14 days of being required to do so in writing by the non-defaulting party; or
- the other party is subject of an Insolvency Event.

8.4 The Company can terminate this Agreement immediately if the Client does not pay the Fees by the due date. If the Company terminates a Service under this clause 8, we shall also be entitled to immediately cease any of our other Services to you under any other agreement or Statement of Work.

8.5 In the event of termination of this Agreement for any reason, the Client must immediately pay the Company any and all outstanding Fees which will become immediately due and payable and any invoice provided for work completed but not invoiced

before termination.

8.6 Where the Company has been engaged for a fixed term and this Agreement is terminated before the end of the fixed term as a result of the Client's breach, the Client must pay to the Company an amount equal to the remaining period of the fixed term multiplied by the monthly fee under the fixed term contract (**Termination Amount**). For example, if the Agreement is terminated six (6) months into a twelve (12) month fixed term agreement, the Client must pay to the Company the remaining monthly fee multiplied by six (6). The Client acknowledges and agrees that the Termination Amount is a reasonable and genuine pre-estimate of the loss likely to be suffered by the Company as a result of early termination and is not a penalty.

9. WARRANTIES

9.1 The Company will provide the Services to a professional standard in accordance with accepted industry practice, using due skill and care and otherwise in accordance with this Agreement and any applicable laws.

9.2 Subject to any State or Federal laws, you acknowledge and agree that nothing in this Agreement shall constitute an express or implied warranty or guarantee by either us or a Relevant Party:

- concerning the results or success that may be obtained from the use of the Services;
- as to the accuracy, reliability or content of any Information services or merchandise contained in or provided through the Services;
- that the provision of the Services will result in the ranking of Your website improving;
- that the provision of the Services will result in an increased amount of traffic, users or sales to Your website; and
- concerning any market conditions (whether favourable or not) that may be in existence at the commencement of the Service will continue.

9.3 The Company may provide Information to the Client related to the provision of the Services or during the Term. The Client acknowledges and agrees that the Company makes no guarantees or representations, either express or implied, concerning any Information provided by the Company to the Client and in respect of the performance results of the Services.

9.4 You acknowledge that although we may suggest optimisation changes to you with respect to Your website in connection with providing Services, neither us nor any Relevant Party take any responsibility for Your website or other property.

9.5 You agree you are responsible for Your website and Your website property notwithstanding the provision of the Services to you by us or our Relevant Party.

9.6 You acknowledge that our Services may require us to use, interface with or input information into third party systems (including companies such as Google and Facebook) (**Third Party Platforms**). We will not be liable for: (a) the extent that the Third Party Platform is unable to provide its services to you; (b) any changes in a Third Party Platform's algorithms; or (c) technical faults or crashes of a Third Party Platform.

9.7 If you are not the customer, you warrant that you have the power and authority to enter into this Agreement on behalf of the customer and will indemnify us for any breach of the Agreement by the customer.

9.8 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.

9.9 All terms and warranties which might otherwise be implied by any legislation, the common law, equity, trade, custom or usage or otherwise into the Agreement are expressly excluded to the maximum extent permitted by law.

9.10 If any goods or services supplied pursuant to this Agreement are supplied to you as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law, you will have the benefit of certain non-excludable rights and remedies in respect of the products or services and nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy which is so conferred.

9.11 However, if the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, we limit our liability to: (a) in relation to goods — the replacement of the goods or the supply of equivalent goods, or repair of the goods or payment of the cost of having the goods repaired; or (b) in relation to services — the supplying of the services again, or the payment of the cost of having the services supplied again, as in each case we may elect.

9.12 Depending upon the Services, the Statement of Work may include certain minimum performance targets for the Company to try to achieve (**Minimum Targets**) and a guarantee from the Company to the Client if the Minimum Targets are not achieved.

9.13 Subject to clause 9.14, if the Company does not achieve the Minimum Targets then the Company will provide up to two (2) months' worth of Services to try and achieve the Minimum Targets at no cost to the Client (**Target Guarantees**). If at the end of the two (2) month period the Company has not been able to achieve the Minimum Targets then, notwithstanding any other termination rights in this Agreement, either party may terminate this Agreement on fourteen (14) days written notice to the other party. Under no circumstances will the Company be liable for any failure to achieve any Minimum Targets.

9.14 The Company will not be responsible for failure to achieve any Minimum Targets (and will not be liable to adhere to the Performance Guarantee) if any of the following matters caused or contributed to the Company not achieving the Minimum Targets: (a) the actions or omissions of the Client; and/or (b) the actions or omissions of any third party outside of the reasonable control of the Company.

10. LIABILITY AND INDEMNITY

10.1 Our 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.

10.2 You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

10.3 If the failure does not amount to a major failure, you are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

10.4 Subject to any consumer rights You may have, the Company's aggregate liability for any loss or damage in connection with the provision of the Services is limited to the charges paid by you in respect of the Services for the preceding 12 months to any such claim.

11. GST

11.1 In this clause, the expressions Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (GST Act); and Supplier means any Party treated by the GST Act as making a Supply under this Agreement.

11.2 Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.

11.3 If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment. Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Agreement.

12. CONFIDENTIALITY

12.1 Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of any other party (**Disclosing Party**) acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to or a trade secret of the Disclosing Party. Subject to clause 12.2, the Receiving Party must:

- keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- take all reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control; and
- not memorise, use, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Agreement.

12.2 The obligations of confidentiality under clause 12.1 do not apply to any information that: (a) is generally available to the public (other than by reason of a breach of this Agreement); or (b) is required to be disclosed by any applicable Law.

12.3 Nothing in this Agreement will prevent a party from using in any way it sees fit and disclosing to its other customers, clients and suppliers any generic knowledge, skills and expertise retained in the memories of its employees, and any programming tools, problem-solving methodologies and associated checklists, templates or forms developed in performance of the Services which may have general application in the fields of information technology and business management. It is however understood that the foregoing shall in no circumstances extend to use or disclosure of Confidential Information of the other party.

13. GENERAL

13.1 The Client cannot assign its rights or obligations under this Agreement without the written consent of the Company which consent will not be unreasonably withheld.

13.2 The Company may novate, sub-let or assign this Agreement to any of our related bodies corporate or a successor in connection with any corporate reorganisation, merger, acquisition, or sale of our business or assets without the Client's consent.

13.3 The Agreement constitutes the entire agreement between the parties in relation to the subject matter and supersedes all previous agreements and understandings, whether verbal or in writing.

13.4 The Agreement may only be amended by mutual agreement of the parties (or their authorised representatives) in writing.

13.5 The Agreement is to be interpreted in accordance with the laws of the State of Victoria, Australia.

13.6 Our failure to act with respect to a breach by you does not waive our right to act with respect to subsequent or similar breaches.

13.7 To the extent that an act of God, fire, flood, natural disaster, war, revolution, other unlawful act against public order or authority, strikes, lock-outs or acts by any government authority (**Force Majeure Event**) prevents or delays a party from performing an obligation under this Agreement, that party will not be liable for the failure to perform that obligation, and that obligation is suspended for as long as the Force Majeure Event continues.

13.8 In consideration of the Company agreeing to provide the Services to the client, the Client agrees and warrants to the Company that it and its related parties shall not directly or indirectly, solicit, entice, recruit, engage, or attempt to solicit, entice, recruit or engage any Company employee, contractor, consultant or staff at any time during the term of this Agreement or within 12 months of the termination of this Agreement.

13.9 This Agreement may be executed in any number of counterparts (including by electronic means) and all of those counterparts taken together constitute one and the same instrument.

14. NON-DISPARAGEMENT

14.1 The parties covenant that they will not at any time make any disparaging comments or disclose any information or make or publish any statement or do any other thing which may tend materially to harm or prejudice the other party's reputation or good name (**prejudicial information**).

14.2 The parties agree to immediately remove any prejudicial information (including information posted online) immediately upon written request of the other party.

14.3 The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement and the Company would not have entered into this Agreement without the inclusion of this provision.

14.4 The parties acknowledge and agree that a breach of this clause is a material breach of this Agreement and damages may be inadequate compensation for such a breach. Subject to the court's discretion, the non-breaching party may restrain, by an injunction or similar remedy, any conduct or threatened conduct.

15. INTELLECTUAL PROPERTY

15.1 You are solely responsible for ensuring that you have all appropriate rights and licenses to any material provided to the Company (**Content**) that you supply, including but not limited to video, images and text.

15.2 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 (**IPR**) of others or would be in breach of our policies.

15.3 You are responsible for any claims arising out of or relating to Your Content, advertising keywords and Your use of the campaign.

15.4 In order for us to provide the Services, You grant the Company a worldwide, limited, irrevocable, non-exclusive, royalty-free licence to use (and where necessary, cache) Your Content strictly for the Term.

15.5 You represent and warrant that:

- you have full rights to use, broadcast and distribute the Content and documentary substantiation for all the claims made therein;
- Your Content is truthful and not misrepresentative or misleading and does not plagiarise, libel, defame or harm any party;
- Your use of the Service will not invade the rights of privacy of any third party or otherwise infringe upon or violate the rights or property interests of any third party;
- you will not use the Service except as permitted by the Agreement; and
- all campaigns will comply with applicable laws and regulations.

15.6 To the extent Your campaign contains any content or material from our library of content (**Content Library**), then we grant you a royalty-free, non-exclusive, irrevocable, worldwide license to, for the term of the Agreement: (a) use such Content Library for Your campaign; and (b) use and create derivatives of Your campaign (which includes Content Library) in connection with advertising activities relating to you. Ownership of all Content Library shall remain at all times with us or any Relevant Party.

15.7 Any campaign delivered by us under the Services are without any representation or warranty as to Your ability to obtain trademark, copyright, or similar protections in any jurisdiction throughout the world. We expressly limit liability: (a) to you or any third party for any infringement of intellectual property or proprietary rights; and (b) that we will be responsible for, or provide any advice or guidance in respect of, any potential IPR issues which may arise from Your use of the Service (including without limitation the use of Content in Your Campaign).

15.8 Your access to, and continued use of, the Service is contingent upon, and at all times subject to, payment of the Fees. Except as otherwise expressly stated in this Agreement, no other rights, titles or interests in the campaign are granted to you.

15.9 After the expiry of the Agreement, all IPR in the materials produced by us in connection with the Services (including websites, designs, information, reports and data but excluding any intellectual property which forms the background material belonging to the Company or which is the subject of a licence to a third party such as Google Adwords and/or Facebook Business Manager) will be transferred to the Client subject to full payment of all Fees by the Client. Until such time, all IPR rights will be retained by the Company.

16. SPECIAL CONDITIONS

The parties agree that the Special Conditions set out in the Statement of Work (if any) form part of this Agreement and to the extent of any inconsistency between the Special Conditions and the rest of this Agreement, the Special Conditions shall prevail.

SCHEDULE 1 — SERVICE TERMS AND CONDITIONS

Impressive Digital Agency Pty Ltd | ACN 610 306 815

S1.1. WEBSITE DESIGN SERVICES

- 1.1 The Company shall deliver web and design work (**Web Design Services**) as outlined in the Statement of Work.
- 1.2 Where the Company is developing a new website, the website will be developed and optimised for the most current browsers. Full care is taken to test the function and style of the website in older browser versions, yet we do not guarantee full 100% compatibility for all browsers.
- 1.3 If the Client requires compatibility with specific browsers/versions, you must notify us in writing and additional costs will apply. Please note that not all visual elements can be reproduced the same across each browser as some browsers do not support the latest CSS3/HTML5 elements.
- 1.4 The Client will be granted access to the Content Management System (**CMS**) for the purposes of uploading content and maintaining the site.
- 1.5 The Client indemnifies and releases the Company and its subcontractors against any and all claims, lawsuits, costs and expenses, including reasonable legal costs, arising in connection with the website. This indemnification and release includes but is not limited to content obtained by the Company on behalf of the Client (**Web Site Content**).

S1.2. POST-IMPLEMENTATION WARRANTY (28 DAYS)

- 2.1 Subject to Your rights under the Australian Consumer Law, the Fees for website development include the provision of a limited warranty for a period of 28 days following website launch (**Warranty Period**).
- 2.2 The warranty covers a 28-day period and commences from the date the Client approves and launches the website. The warranty includes any issues raised within this time that were part of the original development and scope.
- 2.3 The warranty does not include:
- any bugs caused by a new version of the targeted website's hosting environment;
 - client's browser updates; or
 - update to a third-party API.
- 2.4 To invoke the warranty, the client must collate a list of bugs as above and provide them to the Company in writing before the end of the Warranty Period.
- 2.5 The project manager will schedule a date for when the bugs will be addressed. The client will be provided with a release candidate build to verify that the bugs have been rectified, after which the website will be published to the live environment.
- 2.6 If the Company does not receive any final changes to be made to the site from you within ten (10) working days of a request, the final payment will instantly become due and payable and the Company will hand over Your site to you. The Client will then release the Company for any loss, claim, damage or expenses in relation to the website.

S1.3. THIRD PARTY SERVICES AND RESPONSE TIMES

- 3.1 The Client agrees that if the Company undertakes the Web Design Services dependent on third party services, including but not limited to third party APIs, website services and libraries (e.g. Twitter API, Google Maps API, Facebook API), the Company is not responsible for changes made to the third party service. This includes, but is not limited to, removal of support services, or changes the way in which a service is implemented. Should any further work be required as a result, the Company will quote and charge for the additional work on a case by case basis. There are no refunds available on Web Design Services provided by the Company.
- 3.2 The Company will provide deadlines for an expected response to correspondence if it is required in less than five business days. If no deadline is provided, then the default of five business days is applied. If no response is provided:
- within the timeline stated (or if none is stated, within five business days), it will be assumed that the client accepts the Company's position on the matter, work will continue and the client will be billed accordingly; and
 - within ten business days, the Company may terminate the Contract pursuant to clause 8, with the client being charged for all work done to date.

S1.4. SEARCH ENGINE OPTIMISATION SERVICES (SEO)

4.1 SEO Services means the Search Engine Optimisation services supplied by us to you for the purpose of having the website found and listed by search engines for the key phrases in searches and attempts to improve the ranking of the website (**Your Web Site**) in the search engines when the key phrases are searched.

4.2 You and the Company shall agree on the key phrase or key phrases (depending on the SEO Services that you have elected to obtain from us) in respect of which we will provide the SEO Services.

4.3 You hereby authorise us to develop a link exchange program whereby links to and from Your Web Site, and other websites, industry guides and directories are established, and you hereby appoint us as Your agent for this purpose.

4.4 We agree to use best endeavours to ensure that we do not insert links to and from Your Web Site to or from obscene, defamatory or sexually explicit websites, industry guides and directories.

4.5 You acknowledge and agree that:

- search engines vary in the time taken to index and include website submissions in their search results and that it may take several months for the performance of the SEO Services to have any noticeable effect on Your Web Site's rank or position in the search result of search engines;
- search engines may vary their search and ranking algorithms and policies at any time, refuse to accept the submission of any website or otherwise exclude any website from their directories at any time without reason;
- it is possible for the rank or position of Your Web Site in the search results of search engines to decrease due to factors beyond our control, including changes in the algorithms and policies of search engines, the optimisation and submission of competitor websites and competitors paying search engines to advertise or favour their websites;
- the extent and amount of optimisation changes we make to Your site may be limited by the particular structure of Your website and its content management system; and
- we do not have any control over search engines and are not responsible for any delay in the performance of the SEO Services caused by the conduct of any search engines, nor the impact of any of the above on you or Your business.

4.6 You agree to release us for any claim, damage, loss or expenses in relation to the circumstances set out in clause 4.5.

S1.5. PAY PER CLICK SERVICES (PPC)

5.1 The PPC Services includes the creation and customisation of advertising campaigns utilising pay per click mediums (including but not limited to Facebook, LinkedIn, Google and YouTube) as well as ongoing support and management of the PPC campaign, in exchange for monthly Fees.

5.2 The Client's access to the advertising platform account will be limited to 'read only' for the duration of Your campaign to ensure we are able to fully control and optimise Your campaign outcomes.

5.3 You acknowledge that we have no control over the advertising policies of the Advertising platforms 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 the platform in line with their policies.

5.4 We provide no warranty that the PPC Service will generate any increase in sales, business activity, profits or any other form of improvement to Your Business.