



TERMS & CONDITIONS

This document provides the standard terms and conditions for projects undertaken by Channelwise Pty Ltd, ACN 159 753 992 ("AdWise Digital", "We", "Us", "Our. It is vital that you ("the Client", "You", "Your") read and fully understand these terms and conditions, and their implications, before You commence any project with Us. Please contact Us if You do not understand any of the terms or conditions in this document.

Approval to commence work on any project, including by way of any payments, constitutes Your understanding and acceptance of these terms and conditions.

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GENERAL

Definitions

- **"Project quote"** means the list of items defined in the scope of works provided to the Client, in any form, including but not limited to verbally, via email, via formal proposal document and sales collateral.
- **"Deliverable"** means any item listed in the Project Quote for which We are responsible.
- **"Project questionnaire"** means the questionnaire completed by the Client which outlines the Client's requirements for the project.
- **"Business day"** means any day between Monday and Friday, inclusive, except for public holidays.
- **"Business hours"** means 9.00am to 6.00pm AEST during Business Days.
- **"Design revisions"** means the number of times a single design will be revised according to a single batch of changes from the Client. Each batch of changes can be unlimited in scope, however they must be submitted to Us simultaneously, otherwise each additional change will be considered a new revision. Excessive revisions may affect the overall project timeframe.
- **"Standard hourly rate"** means \$80 per hour unless a higher rate has been agreed for a particular project, service or task.
- **"Minimum service charge"** means \$40. This includes time spent on phone or video calls, on emails, face to face or in any other manner.
- **"Excess work fees"** means any work involving additions to the list of items defined in the Project Quote, or changes to any and all pieces of completed projects, after approval by the Client or an authorised representative thereof.

Term and early termination

This Contract will terminate automatically upon completion by AdWise Digital of the Services required by this Contract.

From time to time circumstances beyond the control of either party may result in the need for project cancellation. In the event of the Client cancelling a project after a project has commenced, the deposit and all progress payments will be forfeited in lieu of compensation to Us. This is to cover Our time, resources purchased and allocated, research time and administration costs. Ownership of all copyrights and the original products, including but not limited to artwork and websites, shall be returned to and retained by Us.

If a Website development project is more than 50 per cent (50%) complete (or as negotiated by AdWise Digital and the Client at the time of project commencement by way of the deposit value), a pro-rata payment for time spent beyond the deposit and/or progress payments received is payable at the time of project cancellation, at the Standard Hourly Rate, at a minimum of 25% of the total project value. You must also pay all fees incurred by Us in the course of the project, including but not limited to stock photography purchases, service payments such as web hosting, and subcontractors.

For month-to-month services, including but not limited to Search Engine Optimisation, Google AdWords management, and social media management, if the Client cancels the project at any time prior to the completion of the contract, all fees for every remaining month of the contract period are payable by the Client.

If We cancel a project due to unforeseen circumstances, We will first attempt to complete the project through a third party. Failing this, the deposit will be refunded in full to You in a timely manner. No other monies will be payable to You by AdWise Digital.

Confidentiality

AdWise Digital and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of AdWise Digital, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client without the previous consent in writing of the Client. AdWise Digital and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. We aim for complete security of our Clients and if We select contractors it is based upon previous work, references, checks with previous employers and compliance with Our guidelines of professional behaviour and ethics. Where required by the scope of work, contractors employed by AdWise Digital are held to a strict confidentiality and non-disclosure agreement. If this was to be breached by the contractor, We will take swift and reparatory measures to ensure You are made aware that the contractor in question is no longer a representatives of AdWise Digital and acting independently. Furthermore, if necessary the unlawful contractor will be prosecuted through legal channels to the full extent of the law in such cases. We cannot be held responsible for any breaches of this confidentiality clause by subcontractors.

Warranty

We shall provide the Services and meet Our obligations under this Contract in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Our community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to AdWise Digital on similar projects.

Default

The occurrence of any of the following shall constitute a material default under this Contract:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.



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Force majeure

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Arbitration

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the governing local arbitration authority. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter.

The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

Entire agreement

This Contract constitutes the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. Headings are included for convenience only and shall not affect the interpretation of this agreement.

Severability

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Governing law

This Contract shall be construed in accordance with the laws of the State of New South Wales, Australia.

Notice

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Waiver of contractual right

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Assignment

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Copyright

We retain full ownership and intellectual property rights to materials We design and produce either electronically or physically prior to Your final approval. Once a final product is delivered to You and full payment for the complete project has been received, all ownership and intellectual property rights of the final materials transfer to You. Unused products, including but not limited to unapproved concepts, drafts and revisions, remain Our property. We may still use paid-for products in Our promotional materials and portfolio. Unless You request otherwise in writing, We retain the right to display a small byline claiming design credit on works We produce, including on websites, except for corporate stationery.

This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until final payment, We retain ownership of all materials, including but not limited to artwork, files and Website architecture. We reserve the right to retain and use certain elements used to create materials, such as those used in the creation of artwork and websites, including fonts, patterns, stock images, textures, colour palettes and other non-exclusive items.

In accordance with the *Australian Copyright Act 1968*, 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain Our property until such time as an agreement is in place. As part of Our terms of business, the copyright licence is automatically released to the Client on receipt of final payment for the commissioned work. We reserve the right to use all materials produced in the course of the project (including any and all materials not selected/approved) and revisions for the purposes of promoting AdWise Digital in print or digital media portfolios, social media and blogs, except where the Client has specifically requested in writing otherwise.

You guarantee any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Us for use with the Services in this Contract are owned by You, or that You have received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Us and Our subcontractors from any liability or suit arising from the use of such elements. For the purpose of these Services, We may use, at Our discretion, all such resources, either provided by You or sourced by Us.

Liability and litigation

It is agreed that all work and materials We provide for You, and vice versa, will be free and clear of all liens and encumbrances and may be lawfully used by the relevant party without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright, trade secret, patent or trade mark rights of any third party.



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It is agreed that We indemnify and hold You harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the Services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of You or Your employees, and it is agreed that We shall notify You in writing of full details of any such claim. Under no circumstances shall We be liable to You for an indirect or consequential loss suffered by You relying on the information included in the supplies prepared by Us, including (without limitation) loss of profit, loss of contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the supplies only, not to include claims for delays, out of sequence working, non productive overtime, award of costs etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

Credit

You agree to allow a small credit on all Website pages We have designed or developed. This credit, such as "Website developed by AdWise Digital" or similar at Our Discretion, may also contain a link to any page of Our corporate website. This credit must remain in perpetuity. Removal of this credit without Our written consent constitutes a breach of these terms and conditions. You agree to allow Us to showcase any and all completed project work as part of Our portfolio, including use of your name and/or logo on our marketing materials. We acknowledge the confidential nature of projects and agree to only display project work once the project has been completed.

Account access

Upon request, We will provide You with access to all accounts created by Us on Your behalf. You will provide Us with access to all necessary account details to perform the Services outlined in this Contract, including but not limited to Google Analytics; Google Webmasters; Bing Webmasters; Website and FTP credentials; domain names; web hosting services; and social media platforms such as Facebook, Twitter and Google Plus. You will not change login details such that We would be unable to access these accounts during the term of this Contract.

Goodwill

Graphic design, web design, strategy, photography, videography, marketing and related services are all highly creative and subjective art forms. As such, We take every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however We cannot be held responsible for variations between expectation and outcome. All project work assumes goodwill from both You and AdWise Digital regarding what can reasonably be achieved in a given time frame, and making best use of resources to achieve the most effective outcomes.

Exclusivity

You will not use any materials, resources or knowledge gained from the Service with another provider of the same type of Service during the term of this Contract.

Approvals

While We take all care to avoid errors, We accept no responsibility for typographical errors, spelling mistakes or incorrect information on any project committed to print or production. It is Your sole responsibility to proofread and approve all final copy/content/layout and any other items before production. We will not be held responsible for any changes or amendments made after approval. The email verification by You or Your authorised representative shall be conclusive as to the approval of all work.

Timeframes

All timeframe estimates and quotes provided by Us are dependent upon Us receiving all necessary information, resources and approvals from You

in a timely manner. Any delays to the completion of the project caused by You will not void the contract; however, We reserve the right to postpone or terminate any project if You have not reasonably met these requirements. If a project is significantly delayed by You, this may impact upon Our work schedule with other projects and therefore We may no longer be able to meet any quoted timeframes. We reserve the right to suspend or delay the project at our discretion. We will respond to and/or approve (whichever is applicable) Your queries, requests and content in relation to the Services provided within two business days, and vice versa. For efficiency, You will provide all alterations and revisions, including but not limited to Website designs and written content, to Us in groups/batches rather than individually.

Inclusions and disputes

We do our best to ensure that Our product and service inclusions are as clear as possible. However, due to the complexity and technical nature of Our work, it is impractical to specify each Service inclusion in detail. If You are unsure whether an item is included, and in the manner You require, You must ask us prior to commencement of the Services. If there is a misunderstanding for which neither You nor We are fully responsible, a 50% discount will apply to Our fees for the additional work, up to a total discount of \$500.

Professional experience

We may adjust the tasks performed as part of the provision of the Services to ensure optimal Service performance. We are not obligated to advise You of any such changes at any time as it is not practical to do so. Implementation of the Services, such as the structure of URLs or layouts of individual pages of Websites, will be delivered according to Our experience, internal processes and preferred techniques. We are not obligated to deliver the Service to You in any specific manner unless specifically requested in writing by You prior to the commencement of the Service.

Search engines and Website performance

We do not and cannot guarantee any particular search engine ranking or position for any particular keyword, phrase or search term in relation to the Website. We have no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Website may be excluded from any search engine at any time at the sole discretion of the search engine or directory. At Our discretion, We may resubmit those pages that have been removed from search engine indexes, but cannot guarantee inclusion.

We are not responsible for the conversion rate of Website visitors. Conversions (the number of Website visitors who complete a defined goal such as purchasing a product or making an enquiry) depend on a number of factors including but not limited to the cost of Your goods and services, quality of the Website, ease of checkout or enquiry processes, accessibility, and so on. It is Your responsibility to ensure that these factors are considered and appropriately addressed for optimal conversions. We can provide advice on any required changes to the Website but We are under no obligation to enact these changes.

We undertake the Services based on information provided by You, including but not limited to goals, geographical targeting, and goods and services offered. We are not responsible for any degradation in Service performance if these parameters change without You notifying Us, nor for the performance of the Services outside the Contract term.

Training and support

Support is provided during Business Hours only. Unless specified otherwise in the Project Quote or other agreement, all support will be charged at the Standard Hourly Rate. Minimum service charges apply. An invoice for all such support charges will be sent to the Client at Our discretion. Face to face training, where included within the Project Quote, is available in Brisbane only. Additional fees apply for training in other locations.



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Marketing and communication

By commencing any project, You agree that We may add Your details to Our mailing list for the purpose of contacting You about offers and important information, and for any other purpose, at Our discretion. You may unsubscribe from Our mailing list at any time by contacting Us.

FEES

Taxes

We charge Goods and Services Tax (GST) on all products and services. All prices listed in this Contract exclude GST unless otherwise stated.

Payment terms

Our payment terms are strictly seven (7) days nett. We reserve the right to withdraw and/or suspend any and all Services until all accounts have been settled. A receipt will not be issued unless requested. Payments can be made via direct deposit (bank transfer), PayPal, credit card or cheque.

Surcharges

We reserve the right to apply the surcharge to any other payment method for which We incur transaction fees. This amount will be added to each invoice. We reserve the right to alter the surcharge amount at any time without notice.

Payment schedule

One-time services are billed up front either in full or with a deposit. The balance, if any, is due upon completion. Ongoing services are billed before or at the beginning of the service period (i.e. paid in advance). We reserve the right to suspend such services until full payment has been received. Publication and/or release of work undertaken by Us on Your behalf may not take place before cleared funds have been received.

Late payments and default

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at five per cent (5%) per calendar month, or the maximum percentage allowed under applicable laws, whichever is less.

You shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if You fail to pay for the Services when due, We have the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies. If You are having difficulty paying Your account, You must contact Us as soon as possible to discuss an equitable solution.

An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or You have stated expressly that You do not intend to pay Our invoice, unless prior arrangements have been made.

We shall at Our sole discretion suspend any and all services provided to You by or on behalf of Us or Our subsidiaries (including but not limited to web or email hosting, websites, files, concepts and artwork) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid monies due for services ordered, including but not limited to design, hosting, domain registration, search engine submission, maintenance, subcontractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue. Suspension of such services does not relieve You of Your obligation to pay the due amount. Files on external servers, such as hosted websites, will be removed and held until payment is made or for 30 days until You have paid for Your invoices in full.

If Your account is in default, You agree to pay Us reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions. We accept no liability or responsibility for loss of income or damage to You for work removed from third party

servers or other service providers as a result of non-payment and You will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

Excess work fees

From time to time You may have extra requirements during or after completion of a project. You will be informed if these requests fall outside the scope of the Project Quote. If You wish for Us to complete these requests, You must agree in writing, and additional fees at the Standard Hourly Rate will be payable. Should additional work be requested during the project, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of the final product/s.

Work performed by third parties

We are not responsible for changes or approvals made by You, Your authorised representative or any other Third Party which overwrites the work performed by Us as part of the Service, and We are not obligated to restore, correct or remove any content, nor repeat any Services, to correct any resulting issues, amendments or deletions.

Procurement

Costs incurred by Us for the purchase of stock images, typefaces/fonts, website hosting packages or any other resources on Your behalf are at additional cost to You, unless specified otherwise in the Project Quote.

Re-issue of files

If You require additional copies of any files previously provided, a fee of \$40 plus consumables and courier/postage costs per request applies. Files can be provided online (e.g. via email or a website link) or sent on a disc, USB drive or other physical medium.

Refunds

Refunds for any project, product or service are issued at Our discretion.

WEBSITE DESIGN AND DEVELOPMENT

Software and licensing

We develop online stores using various software packages, including but not limited to OpenCart (www.opencart.com), WordPress (www.wordpress.org) and CMS Made Simple (www.cmsmadesimple.org). Our Project Quotes are based on the software we deem appropriate for your project unless otherwise specified; if You require that We develop Your Website using a different software package, additional fees may apply. Software and components not developed by Us retain the original licence and terms associated with them; We cannot assign any rights to You, and You agree to be bound by the original author's terms.

Website designs

Unless specified otherwise in writing, We will design one page sample (usually the home page) only; designs for additional pages of the Website are at additional cost. We provide You with the opportunity to review the design concept prior to production. We will make changes at no extra cost within seven (7) days of design concept provision. All changes must be provided to Us in writing. We will consider that You have accepted and approved the concept if no notification of changes is received in writing from You within fourteen (14) days of concept provision. Any amendments to an approved design which has been partially or fully integrated into the Website are charged at the Standard Hourly Rate.

Quality assurance

We and You will comprehensively check and test the Website. You will report any issues to Us, including but not limited to verifying



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content accuracy and agreed functionality, to verify that it meets the agreed Service. Any issues that were not identified and reported to Us by You prior to the publication of the Website will not be considered to be included within any estimated or quoted timeframes. We will remedy any such issues within a reasonable timeframe.

Website compatibility

We endeavour to ensure our websites display correctly in all major browsers and devices, and try to push the technology forward and use new techniques. Therefore in some cases Our HTML or CSS code may not validate. While We make every reasonable attempt to achieve validation, We only guarantee the quality of the template output, not of extensions or plugins which We have no control over.

Minor display or functionality differences may occur between operating systems, browsers, plugins, and versions of these. Where We have made reasonable efforts to minimise these issues, You accept that no further action is required by Us. Additionally, some display features or functionality may be hidden or removed from the Website when using unsupported browsers. Websites We develop are functional, at the time of project commencement, for the following operating systems and browsers:

- Windows - Windows Vista up to current full version
- Macintosh - OS 10.1 up to current full version
- Android - most phones and tablets
- iOS - iPhone 3 and above
- Internet Explorer - version 9 up to current full version
- Firefox - version 10 up to current full version
- Apple Safari - version 5 up to current full version
- Google Chrome - version 10 up to current full version

We are under no obligation whatsoever to update or maintain the Website after its completion to meet future operating system, browser or plugin requirements unless commissioned specifically to do so under a new project. However, We may rectify, at no charge, any Website issues caused directly by Us through error, for up to three (3) months after the Website has been completed and provided to You (regardless of the date the Website is published). Correcting all other issues, including issues introduced through updated browsers or technology standards, is at Our discretion and additional fees apply.

Duplication of websites

It is agreed the Website (including but not limited to the design, programming files, database, content, images or any other files) developed by Us may not be duplicated by You, in whole or in part, unless specified otherwise in the original website development quote or agreed in writing. If any such website is duplicated without Our written consent, You agree to pay Us, at a minimum, the full fee, as agreed in the Project Quote, and any additional fees throughout the course of the Website development, for each duplicate. We reserve the right to seek further compensation for any such duplicate websites.

Website review period

When We have completed all of the Website project requirements and provided the final Deliverables to You, You have seven (7) days to notify Us of any errors or changes. Any changes within the scope of the project will be made promptly; all other changes may be subject to additional fees. If You have not reported any such changes to Us within seven (7) days, We will submit to You an invoice for the balance of the project.

Website content

After the Website is published, You are wholly and solely responsible for the content that appears on the Website, including but not limited to pages, text, images, videos and hyperlinks. We are under no obligation whatsoever to monitor, moderate or create content unless specified in the Project Quote or as part of a subsequent quote. Unless specified otherwise in the Project Quote, You are responsible for inserting all content into the Website except for the information visible in the design

template, such as phone numbers or menu items in the header, and copyright information in the footer. We do not guarantee that any deleted website content can be restored. Fees may apply to investigate and action any such requests.

Website support

We provide detailed instructions and information to assist You with the services We provide. This information is provided as a courtesy only; We are under no obligation whatsoever to provide additional assistance to You.

PRINTING

Quotes and samples

We may source quotes for printed materials through Our trade partners on Your behalf. A discretionary fee applies to all such quotes. You agree to supply any number up to 10 printed samples, at Our discretion, of every item We produce for You during the course of the Services, at no cost to Us.

Reprints

With all printing there may be some colour variations from what appears on a monitor, TV or other electronic device, to the final printed product, including previous orders. This is due to the nature of CMYK printing and bulk-run printing system. In all such cases, there will be no reprints at Our expense. In the event of a need to reprint due to errors in content, You must inform Us within three (3) days of product acceptance and must return the product (at Your cost) within 10 days of acceptance for assessment. All re-prints must be pre-paid to Us by You.

WEB AND EMAIL HOSTING

Services covered

Our Service Level Guarantee (SLG) applies to all hosting services ordered by You which We provide through Our infrastructure and network resources, including but not limited to web hosting, Hosted Exchange, Google Apps, Office 365, and cloud storage solutions.

Service availability

Our objective is to have Service Availability for Services covered by this SLG of at 100%. Service Availability (SLA) is defined as the percentage of time Services are available to the Customer during the course of a month. Service Availability is calculated in accordance with the following formula:

$$\text{Service Availability for Month} = ((T - D) \times 100) / T$$

where *T* is the total number of minutes in the Month and *D* is Downtime

Downtime means any interruption to availability of Services which exceeds five (5) minutes, excluding interruptions resulting from:

- planned outages for scheduled maintenance
- network outages caused by other carriers
- Force Majeure
- any other circumstances outside Our reasonable control, including without limitation interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLG
- any acts or omissions of the Client (or acts or omissions of others engaged or authorised by the Client), including, without limitation, custom scripting or coding, any negligence, wilful misconduct, or use of the Services in breach of AdWise Digital's Terms and Conditions and/or Acceptable Use Policy



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- email delivery delays of any kind caused by spam filtering, delays with third party networks, third party software, telecommunication services and IP blacklisting.

We measure Service Availability at the point (Service Delivery Point) where the Internet interfaces with the router within the data centre through which the Services are provided. Service Availability is determined primarily through Our private fault ticketing system and service providers.

Annual fee rebates

| SLA hours in month | Equivalent % | Rebate |
|--------------------|--------------------|--------|
| 0.00 – 0.73 | 100.000% – 99.900% | 2.5% |
| 0.74 – 4.5 | 99.898% – 99.384% | 5% |
| 4.60 – 12.5 | 99.385% – 98.288% | 10% |
| 12.60 – 14.5 | 98.289% – 98.014% | 15% |
| 14.60 or greater | 98.015% or less | 20% |

You must submit a claim for a fee rebate within 14 days after the end of the month in which the interruption to service availability occurred by emailing accounts@adwiseigital.com.au. You are not entitled to claim a fee rebate where Your account payments are not within Terms. Rebates will be applied in the way of a credit to Your account for use with future billing periods and are not redeemable for cash when cancelling a service. Migrating hosting services to Us from another provider, where DNS record changes are required causing propagation delays, is not deemed an interruption to service availability. A 48 hour window applies to any such changes before You are entitled to apply for a rebate.

Hosting fair play promise

Our Website Hosting Fair Play Promise ensures We deliver consistent value and service levels to all clients. We will:

1. Limit the resources (such as disk space or other resources) You are allowed to use to a reasonable amount for the package level You are paying for.
2. Set the limit based on reasonable averages for other users like You.
3. Set limits for the common good in order to prevent one client inadvertently using excessive resources that should be shared with other users.
4. Reserve the right to suspend or terminate Your service if You exceed Your limits or abuse the service or Our staff or communication channels in any way.
5. Tell You well in advance (where possible) if You breach any limits and We will give You the option of upgrading to a more appropriate package.
6. Be flexible and try to give You the benefit of the doubt so We will normally not prevent You operating if You breach limits briefly and return to within limits in a reasonable time.
7. Reserve the right to vary prices or features for all clients at any time but will always try to give You reasonable notice.
8. Monitor Your use of the hosting package and ensure allocation of resources is fair.

Hosting Fees

Website hosting fee of \$40 per month applies on an ongoing basis after the completion of term of service contract. The hosting service can be terminated submitting written notice no later than 30 days prior to date of cancellation.

Backups

We back up all hosting packages at regular intervals. Other backups are available upon request. Fees apply to all backup / restoration requests.

SEARCH ENGINE OPTIMISATION (SEO)

Search engine rankings

This Service is provided for the purpose of increasing the search engine ranking of the Website, for the targeted keywords only, within the term of the Contract. Any resulting change in Website traffic and/or leads generated for You are a by-product of this Service and We cannot be held responsible for such changes.

Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, We do not and cannot guarantee any particular ranking position for any particular keyword, phrase or search term. Unless specified otherwise, this Service is provided for the Website's listing and performance in Google.com.au only.

Reporting

We will provide You with monthly activity/progress reports within the calendar month following the reporting period, according to the reporting preferences nominated by You in the Project Questionnaire.

GOOGLE ADWORDS (SEM)

Google AdWords advertisements

This Service is provided for the purpose of increasing the number of customer enquiries for the Website (including any specific addresses or landing pages within the Website), for the targeted keywords only, within the term of the Contract. Any resulting change in Website traffic and/or leads generated for You are a by-product of this Service and We cannot be held responsible for such changes.

Due to the competitiveness of some keywords/phrases, ongoing changes in search engine algorithms and other competitive factors, We do not and cannot guarantee any particular ranking position for any particular keyword, phrase, search term or advertisement. Unless specified otherwise, this Service is provided for the advertisements appearing in Google.com.au only. We do not guarantee the performance of the Services in relation to the appearance, position or effectiveness of advertisements created for the Platform as part of the Service, nor for any existing advertisements created by Us, You or any third party prior to the commencement of this Contract.

Reporting

We will provide You with monthly or Quarterly activity/progress reports within the calendar month following the reporting period, according to the reporting preferences nominated by You in the Project Questionnaire.

Advertising funding

You will ensure that their nominated funding method for Google AdWords has sufficient funds, at the time of payment, for payment collection by Google, and that the funding method will be updated upon any change (e.g. credit card expiry date), and that there are sufficient funds at all times to continue displaying advertisements. You guarantee that the Website, and any specific page(s) referenced in Google AdWords, are online, publicly visible and functioning correctly at all times.