

TERMS AND CONDITIONS OF SERVICE

1. Services RISING Digital Marketing will provide:

RISING Digital Marketing will:

- a) Provide the work and services to be carried out by RISING Digital Marketing as described in the written quote
- b) Use its best endeavours to ensure the services are provided in compliance with all relevant Australian legislation.
- c) Provide the services with care and skill and will exercise professional judgement free from any conflict of interest.
- d) Provide support in respect of the services as specified in the written quote.
- e) Act in Client's best interests but will not do anything, which is unethical or unlawful.
- f) Keep records of work performed under this agreement and provide copies of those records to Client on request; this includes all digital reports.
- g) Provide the Services to Client alone and will not regard any other entity as its client in relation to the Services; and
- h) Unless otherwise stated in the written quote, shall determine at its discretion, the personnel who will provide the Services.

2. Limitations on services:

- a) Search engines may stop accepting submissions for an indefinite period. Search engines may re-rank or exclude websites and webpages for no apparent or predictable reason. Often a webpage will reappear without any additional submissions. Should a webpage not reappear, RISING Digital Marketing will, at a cost agreed with the client, re-submit the site based on the current policies of the search engine in question.
- b) Any modification of the client's website by the client or any third party may affect the listing or ranking of the client's website. Any work or services required by RISING Digital Marketing because of such modification shall be additional services and charged accordingly

3. Client Authority, Exclusivity and Warranties:

- a) Client authorises RISING Digital Marketing to:
 - I. Conduct all activities as may be required to perform the Services, including submitting websites to search engines and any other resources or relevant sites; and
 - II. Modify any of Client's websites, including modifying the metadata of any website, for the purposes of providing the Services;
 - III. Use relevant keywords and phrases, including intellectual property belonging to Client, for delivering the Services.
- b) During the term of this agreement, the Client shall not permit any search engine optimisation provider to:
 - I. Perform or deliver any service which is within the Services; or
 - II. Have access to any of the Client's websites that are part of the search engine optimisation service (SEO).
- c) Client agrees that RISING Digital Marketing will not be responsible for any of the Client's websites or search engine rankings if the Client does not comply with clause 3b.

- d) Subject to clause 3b, if the Client is required to give access to the Client's website to any third party, the Client must provide prior notice to RISING Digital Marketing.

4. Client's Responsibilities:

In order to ensure that RISING Digital Marketing is able to deliver the Services accurately, Client:

- a) Must ensure that Client's websites are active and accessible by RISING Digital Marketing at all times.
- b) Must notify RISING Digital Marketing each time any modification to Client's websites is made where that modification may affect the delivery of the Services by RISING Digital Marketing.
- c) Must not install or use software that may, in the reasonable opinion of RISING Digital Marketing, impair the proper delivery of the Services by RISING Digital Marketing.
- d) Agrees to inform all third parties with access to Client's websites, including webmasters, which RISING Digital Marketing has been engaged to, provide the Services.

5. Fees:

Except as otherwise agreed in writing with RISING Digital Marketing;

- a) The fee for the Services will be as specified in the written quote
- b) RISING Digital Marketing reserves the right to adjust its service fee on each 1 January and 1 July by an amount not less than the change in the Consumer Price Index (All Groups) in Perth.

6. Tax invoices:

- a) Will be issued by RISING Digital Marketing in advance and must be paid on the terms of 7 days unless otherwise specified or agreed on the invoice.
- b) Shall be deemed correct unless disputed in writing within seven days of the date of the invoice.
- c) Must be paid in full notwithstanding any counterclaim or set-off Client may claim against RISING Digital Marketing; and
- d) The Customer shall pay the Supplier for all costs incurred by the Supplier in the recovery of any monies owed by the Customer to the Supplier under this Agreement including recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.
- e) The client must pay all payments for advertising budgets.
- f) The client will be responsible for ensuring that there are sufficient funds available in their denominated credit card for payments to be deducted as required.
 - I. The client will be responsible for any credit card fees imposed by your bank in relation to these transactions.
 - II. RISING Digital Marketing will not be held responsible for any campaigns going offline because of failed payments.

7. Delay/Force majeure:

If RISING Digital Marketing is restricted or prevented from performing any of its obligations under this agreement due to any cause or delay whatsoever outside the reasonable control of RISING Digital Marketing including the unavailability of any relevant internet interface or database, then RISING Digital Marketing may give notice of such cause to client and the time for performance of RISING Digital Marketing's obligations shall be extended by

the period the cause continues. If the Services have not been provided by 60 days after the original due date, either party may terminate this agreement and if this occurs RISING Digital Marketing shall have no liability whatsoever to Client.

8. Suspension, Expiry and Termination:

- a) Either party can terminate this agreement by giving 30days written notice.
- b) RISING Digital Marketing may suspend the delivery of the Services during any period in which an amount owing by Client pursuant to this agreement is overdue.
- c) If your final payment is not made for the website development project, RISING Digital Marketing reserves the right to hold the handover of the website until the payment is made.
- d) If either party is in breach of this agreement, then the party alleging the breach may service a default notice on the other party settling out the full particulars of the alleged breach and the acts required to rectify the breach.
- e) If the other party goes into liquidation, has a receiver, manager, or administrator appointed, is declared bankrupt or becomes subject to Part X of the Bankruptcy Act 1966 (and termination will take effect on giving of a notice of termination).

By signing below, or emailing your acceptance, you confirm you are commissioning the project or services we have discussed on the terms and prices agreed in our correspondence and that you have read and agreed to the terms and conditions as set out above.

Signature:

Date:

Name:

Title:

Company /Organization: