

TERMS OF SERVICE

DIGITAL MARKETING SERVICES

The Terms and Conditions stated herein stipulate the manner in which Maxi Digital Group Pty Ltd ABN: 93 164 579 293 (Optimise Online) will carry out work for you. These Terms and Conditions will apply each time you ask us to do work for you or carry out a Service. The Terms and Conditions set out our Services and what you can expect from us. Please read this document carefully. It is a condition of your use of our Services that you comply with these Terms and Conditions.

These Terms and Conditions may be updated periodically. Optimise Online will notify users of any significant changes to these Terms and Conditions through a general notice on our website, by email, or by other reasonable means of communication. Your continued use of our services following any changes indicates your acceptance of the updated Terms and Conditions.

1. ENGAGEMENT

You may engage Optimise Online to carry out a Service for you by:

- a. Approving a quote online; or
- b. Making payment for an Invoice.

Unless Optimise Online notifies you otherwise, Optimise Online will accept that engagement, subject to these Terms and Conditions. The Service will commence in line with the Service schedule or when Optimise Online accepts the engagement.

2. QUOTES

If Optimise Online provides you with a Quote for the Service, then that Quote:

- a. is based on the Specifications, and is subject to change if the parties agree to amend the Specifications;
- b. is valid for a period of 30 days from the date Optimise Online issues the Quote, unless otherwise agreed by Optimise Online.

3. SERVICES

The Services Optimise Online provides to you, and any specific terms, may include some or all of the following:

**Section 10 – Search Engine Optimisation (SEO);
Section 11 – Search Engine Marketing (SEM);
Section 12 – Display Advertising;
Section 13 – Social Media Marketing;
Section 14 – Social Media Management (SMM); and/or
Section 15 – Website Audit.**

You acknowledge that electronic services are subject to interruption and breakdown and all non-electronic services are subject to disruption, and therefore:

- a. the Services will not be error-free or uninterrupted; and
- b. your access to the Service and the operation of the Service will not be error-free or uninterrupted.

Optimise Online reserves the right to continue to provide the Services and/or invoice you for the Services in the event of any disruption, other than a disruption caused by Optimise Online's negligence or wilful acts or omissions.

4. HOURS OF SERVICE

All Services will be carried out between 8:30 am and 4:30 pm (local office time), Monday to Friday excluding public holidays and the Christmas / New Year closure periods.

5. CONTENT AND MATERIALS SUPPLIED BY YOU

You must supply to us all required materials you want us to use in the Service, and all other content and materials Optimise Online reasonably requests (Client Content) in a timely manner.

You must supply all Client Content in the following digital format/s:

- a. Copy/text: Microsoft Word or Rich Text (clearly labelled and in correct order);
- b. Tables: Microsoft Excel (clearly labelled and in correct order);
- c. Images: high resolution where possible (JPEG, PNG files);
- d. Logos: vector format (Illustrator EPS/AI);
- e. Diagrams/maps: vector format (AI) or (JPEG files);
- f. if required, access to your current website and database via SSH, FTP and/or CMS/hosting control panel login;
- g. Brand style guidelines (if applicable).

Optimise Online may charge Additional Costs if the Client Content is not provided in the appropriate format or if material is not supplied when requested.

You warrant that the materials or content you provide to us, or that is provided to us on your behalf, will not:

- a. breach any rights (including Intellectual Property Rights or Moral Rights) of any third-party; or
- b. compromise the security or operation of Optimise Online's computer systems, through a virus or otherwise.

6. SPECIFICATION CHANGES AND ADDITIONAL COSTS

If, during the course of our engagement, there are changes in the Specifications of the Service, the changes will be considered a variation of the original quote.

Where a change in Specification occurs, Optimise Online reserves the right to halt work and review the Service costings. Optimise Online will discuss the changes with you and, where required, will issue a new Quote to cover the modifications to the Specifications and any associated costs. Optimise Online will not proceed with the Services until Optimise Online receives your written approval to proceed.

Examples of Specification changes may include:

- a. Additional requirements not covered in the Quote/Invoice i.e. branding deliverables, video imagery, ad copy/text, ad design and Digital Marketing Campaign focus;
- b. Costs for commercial fonts, photography, audio, and video;
- c. Additional Service management time;
- d. Unplanned delays in obtaining approval, Client Content, feedback, or any other information, action, or input Optimise Online requests of you, which may result in Optimise Online having to reschedule services, staff or facilitate continuance; and/or
- e. Overtime required to meet deadlines due to delays by the Client providing approval, Client Content, feedback, or development work.

It is our process to include Service management time in all quotes, but from time to time Optimise Online is required to not only manage the Optimise Online team but also manage your team. This is generally not known at the time of quoting and may be treated as a Specification change and may incur Additional Costs.

If, during the course of our engagement, there are small changes in the Service, Optimise Online will contact you and provide an estimate of the Additional Costs for these small changes.

Where possible, Optimise Online will attempt to obtain approval from you prior to undertaking any additional work. However, in some cases, due to deadline and availability constraints, this may not be possible and Optimise Online may proceed with the work without obtaining approval.

Examples of Additional Costs include:

- a. Content not in the appropriate format;

- b. Extra workshops or workshops requiring additional hours;
- c. Requested additional design concepts / alternations;
- d. Requested changes to the design after final approval has been requested or provided;
- e. Uploading and styling / layout of additional Client Content;
- f. Additional meetings and travel time.

If the project or service cannot be delivered by a specified date due to you not providing us with approval or feedback requested, Optimise Online will provide an updated estimated delivery date and, where applicable, information about any Additional Costs that may result. Additional Costs will be invoiced separately to the Client, charged at our current Professional Hourly Rates.

7. PURCHASE OF STOCK IMAGES, FONTS, PHOTOGRAPHY, AUDIO OR VIDEO

Unless specified in the Quote, the Fees do not include any searches or purchase of stock images, commercial fonts, photography, audio, or video.

You can provide stock images, commercial fonts, audio, or video, or Optimise Online can purchase them on your behalf. When any stock images or commercial fonts are purchased on your behalf, Optimise Online will be the license holder and the image or font can only be used under the terms of the license/s.

You indemnify, and agree to keep Optimise Online, its directors, officers and employees indemnified, against all Loss arising out of the breach of these licenses.

Standard stock images will be charged according to our current stock image rates.

Costing for any font, photography, audio, or video required will be provided for approval separately via a Quote.

Ownership of the finished photography, audio, or video will be transferred to you upon full payment of all issued Invoices.

Optimise Online retains ownership of all working files.

8. YOUR APPROVAL AND IMPLEMENTATION

Your approval and implementation may be required for a number of items (Approval and Implementation Item) presented to you, including:

- a. Content and/or Service briefs;
- b. Keyword recommendations;
- c. Local SEO report;
- d. On page SEO report;
- e. Ad copy/text;
- f. Ad targeting;
- g. Ad creative;
- h. Design concepts (and your choice of one of them);
- i. Any updated version of the chosen design concept;
- j. Implementation of conversion tracking code;
- k. Landing Page or Website Development;
- l. Completed designs;
- m. Variation Notices; and/or
- n. Any other item for which Optimise Online requests your approval.

When Optimise Online provides you with any Approval Item, you must notify Optimise Online in writing whether you do or do not accept the completed Approval Item.

Deliverables, estimated timelines, and estimated delivery dates will be communicated to you, including where your approval is required. You will be deemed to have accepted the Approval Item if Optimise Online does not receive a response from you, within 10 business days of delivery of the Approval Item to you, unless otherwise negotiated with Optimise Online. Your acceptance of the

Approval Item in accordance with Section 8 means the Approval Item is complete and final, and any further amendments may incur Additional Costs.

Approvals will need to be provided within a reasonable timeframe, as specified during the project, to reduce the likelihood of delays to the project or service.

If you delay providing approval, implementation, Client Content, feedback, or any other information, action, or input Optimise Online requests of you, Optimise Online will not be held responsible for any resulting delays in the project or service.

9. SCHEDULING, PRODUCTION AND SERVICE MANAGEMENT

If Optimise Online considers it necessary, Optimise Online will develop a production schedule for the Services. Optimise Online will use reasonable commercial endeavours to carry out the Services in accordance with that schedule.

If you delay providing approval, implementation, Client Content, or feedback Optimise Online require, this may result in:

- a. A change in the delivery deadline set out in the production schedule; or
- b. If the delivery deadline cannot be changed, and additional resources are required to meet the delivery deadline, Additional Costs may be incurred.

10. SEARCH ENGINE OPTIMISATION (SEO)

Depending on what you have been quoted, our SEO services may include the following:

SEO onboarding:

- a. Creation of Google Search Console account;
- b. Creation of Google Analytics account;
- c. Reporting software integrations;
- d. Implementation of Conversion Tracking Code;
- e. Keyword research and Keyword Recommendations; and/or
- f. SEO Audit.

Technical SEO:

- a. Optimisation based on reporting tool metrics;
- b. Detecting and rectifying crawl errors and re-directs;
- c. Detecting and rectifying broken links;
- d. Optimising site structure;
- e. Ensuring correct schema markup;
- f. Image and file optimisation for web; and/or
- g. Monthly Performance Report.

On-Page SEO:

- a. Monitoring of search engine rankings;
- b. Optimising content based on recommendations from SEO reporting;
- c. Recommendations for additional page content;
- d. Creation of additional page content within scope of SEO services (as quoted);
- e. Metadata revisions;
- f. Review of keyword targeting; and/or
- g. Monthly Performance Report.

Off-Page SEO:

- a. Link acquisition, including guest posts, citations, business directory listings, etc; and/or

- b. Backlink audits to check for quality of Backlinks and that they are live and active.

Our Search Engine Optimisation Services exclude:

- a. Implementation of advanced conversion tracking code where Website Development is needed;
- b. Development of Landing Pages, additional website content, or Website Development outside the scope of agreed SEO services;
- c. Changes to website design or additional design work;
- d. Website Security Updates;
- e. New Website Migration; and
- f. Additional work or website maintenance outside the scope of SEO services outlined in Section 10.

11. SEARCH ENGINE MARKETING (SEM)

Our Search Engine Marketing Services may include:

- a. Budget recommendations;
- b. Keyword research;
- c. Creation of Google Ads account, where required;
- d. Creation of Google Analytics account, where required;
- e. Setup of conversion tracking in Google Analytics and Google Ads;
- f. Implementation of conversion tracking code using Google Tag Manager;
- g. Creation of ad copy/text and ad extensions;
- h. Campaign setup within your Google Ads account;
- i. Development of Landing Page(s), where required;
- j. Setup of Landing Page user interaction tracking;
- k. Ongoing Landing Page analysis and optimisation, where required;
- l. Management of keyword bids and ad targeting;
- m. Ongoing campaign analysis and optimisation; and/or
- n. Monthly Performance Report.

Our Search Engine Marketing Services exclude:

- a. Implementation of advanced conversion tracking code where Website Development is needed;
- b. Integration of third party tracking software outside those used or recommended by Optimise Online;
- c. Creation of a Privacy Policy and/or Terms and Conditions;
- d. Nurturing leads generated as a result of the campaign i.e. responding to enquiries or form submissions; and
- e. Additional work and/or development of additional Landing Pages outside the scope of SEM services outlined in Section 11.

The client acknowledges that Optimise Online sources suppliers and placements, but the terms and conditions of those placements are governed by the suppliers. You will provide the access to your social media accounts or permission for us to set up accounts on your behalf.

12. DISPLAY ADVERTISING

Our Display Advertising Services may include:

- a. Budget recommendations;
- b. Creation of display banners;
- c. Creation of Google Ads account;
- d. Setup of conversion tracking code and remarketing tags in Google Tag Manager;
- e. Setup of conversion tracking in Google Ads;
- f. Implementation of conversion monitoring in Google Analytics
- g. Setup of audience and/or display placement targeting;
- h. Ongoing optimisation and Digital Marketing Campaign analysis; and/or

- i. Monthly Performance Report.

Our Display Advertising Services exclude:

- a. Implementation of advanced conversion tracking code where Website Development is needed;
- b. Creation of a Privacy Policy and/or Terms and Conditions;
- c. Landing Page or Website Development, unless otherwise quoted;
- d. Integration with third-party platforms outside of the scope of the Campaign Strategy; and
- e. Change of Strategy Mid-Campaign.

Unless otherwise agreed, Optimise Online will use its professional account/s to engage the appropriate provider e.g. Google.

The client acknowledges that Optimise Online sources suppliers and placements, but the terms and conditions of those placements are governed by the suppliers.

Where you have an existing Google Ads account, you agree to provide us with access to that account. Where you do not have a Google Ads, you agree to provide us with permission and the required information for us to set up accounts on your behalf.

13. SOCIAL MEDIA MARKETING

Our Social Media Marketing Services may include:

- a. Strategy planning, research, and campaign setup;
- b. Budget recommendations;
- c. Creation of social media ads, including image design, ad copy, and video creation assistance;
- d. Assistance with the correct setup and access to your social media ad account(s);
- e. Setup of conversion tracking in the relevant platform(s);
- f. Implementation of conversion tracking code in the relevant location(s);
- g. Setup of specific remarketing lists using data from relevant social media platform tracking tools;
- h. Setup of interest and demographic audiences for Digital Marketing Campaign targeting;
- i. Ongoing optimisation and Digital Marketing Campaign analysis; and/or
- j. Monthly Performance Report.

Our Social Media Marketing Services exclude:

- a. Implementation of advanced conversion tracking code where Website Development is needed;
- b. Creation of a Privacy Policy and/or Terms and Conditions;
- c. Landing Page or Website Development, unless otherwise quoted;
- d. Setup and management of your social media community or social media business page;
- e. Responding to your comments and downloading leads on your social media advertisements;
- f. Integration with third-party platforms outside of the scope of the Campaign Strategy; and
- g. Change of Strategy Mid-Campaign.

Unless otherwise agreed, Optimise Online will utilise their professional account/s to engage the appropriate provider e.g. Facebook, Instagram, Twitter, LinkedIn, etc.

The client acknowledges that Optimise Online sources suppliers and placements, but the terms and conditions of those placements are governed by the suppliers.

Where you have existing social media accounts, you agree to provide us with access to those social media accounts. Where you do not have social media accounts, you agree to provide us with permission and the required information for us to set up accounts on your behalf.

14. SOCIAL MEDIA COACHING

Our Social Media Coaching services may include:

- a. Strategy workshop;
- b. Market and competitor research;
- c. Development of content pillar categories;
- d. Development of content ideas for content pillars;
- e. Development and delivery of your social media strategy document (guide);
- f. Design and development of social post templates;
- g. Introductory session to social post scheduling software;
- h. Ongoing accountability coaching/support using social post scheduling software; and
- i. Ongoing access to social post scheduling software over the agreed period.

Our Social Media Coaching services exclude:

- a. Creating posts on your behalf;
- b. Adjustment to social posts once they have been posted to the respective social media platform;
- c. Creation of additional design assets for social posts over and above supplied templates; and
- d. Responding to comments, reviews, and messages on the respective social media platform.

You will provide access to your social media accounts and/or permission for us to set up accounts on your behalf. On completion of the strategy and coaching over the agreed period, options will be made available to you to continue using the social post scheduling software at a price to be negotiated with you at that time.

15. WEBSITE AUDIT

A Website Audit is a review your entire website using specialised audit tools and may cover:

- a. Website design;
- b. Website performance;
- c. Responsive design and mobile friendliness;
- d. Semantic HTML and Structured Data;
- e. Content, images, and media;
- f. Accessibility;
- g. UI controls;
- h. Forms;
- i. Calls to Action (CTAs) and conversion;
- j. On page SEO; and/or
- k. Technical SEO.

Our Website Audit services exclude:

- a. Strategy development for website improvements;
- b. Actioning audit findings; and
- c. Any changes to the website.

16. ARCHIVING / RETRIEVAL

Optimise Online will endeavour to store or archive all electronic files used in the production of your Service. However, Optimise Online provide no guarantee that any stored or archived files can be retrieved in the future.

Once your Service is launched, archiving of the files and database and copies of these files becomes the responsibility of the Client. Optimise Online can at the request of the Client provide this service for an Additional Cost.

17. DISBURSEMENTS

Disbursement charges are not included in the Fees. If Optimise Online incur any disbursements or expenses during the course of the Service, Optimise Online will charge these to you as Additional Costs.

These may include but are not limited to:

- a. costs of plugins and themes purchased as part of the Service;
- b. consumable material utilised as part of a Service or Digital Marketing Campaign; and/or
- c. one-off costs for social media monitoring at events.

18. WARRANTY DISCLAIMER

Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by legislation which cannot be lawfully excluded or limited. Such legislation includes the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances, each a non-excludable provision.

Subject to Optimise Online's obligations under the non-excludable provisions, and to the fullest extent permissible by law, Optimise Online expressly disclaims all warranties and representations of any kind with respect to the Services whether express, implied, statutory, or arising out of the course of performance, course of dealing or usage of trade including any warranties or merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title or non-infringement.

19. LIMITATION OF LIABILITY AND WARRANTY

To the fullest extent permissible by law, Optimise Online is not liable (whether in contract or tort) for:

- a. Faults or defects in any services or goods provided by third parties in connection with this agreement; or
- b. Any indirect, special or consequential loss (including loss or corruption of data, loss of profits, revenue, goodwill, anticipated Savings and business interruption) however arising, whether or not Optimise Online knew of the possibility of such loss and whether or not such loss was foreseeable.

To the fullest extent permissible by law, in no event will Optimise Online's liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising out of, or in connection with, this agreement exceed the amounts actually paid by the Client to Optimise Online for the Service;

Optimise Online makes no warranties regarding the likelihood of success of marketing or promotional activity undertaken pursuant to the agreement.

Without limiting the above, Optimise Online will use its reasonable endeavours to optimise the performance of your Digital Marketing Campaign, however, Optimise Online gives no warranties and makes no guarantees in respect of the performance of your Digital Marketing Campaign. You acknowledge that:

- a. Search engine results and ad position will vary for each of the search engines and social media platforms; and
- b. The algorithms of each search engine and social media platform may change unexpectedly from time to time; and
- c. This is out of the control of Optimise Online.

To the fullest extent permitted by law, the liability of Optimise Online for a breach of a non-excludable condition is limited to:

In the case of the provision of services:

- a. The supplying of the services again; or
- b. Payment of the cost of having the services supplied again.

In relation to goods:

- a. The replacement of the goods or the supply of equivalent goods;
- b. The payment of the cost of replacing the goods or acquiring equivalent goods; or

- c. The repair of the goods or the payment of the cost of having the goods repaired.
- d. To the full extent permitted by law, Optimise Online excludes all liability for the infringement of the Intellectual Property rights of any third-party arising from any of the material or content published during the performance of the Services;
- e. Liability for misrepresentation or negligence arising from detrimental reliance on any of the material or content published in accordance with the performance of the Services. It is your responsibility to thoroughly check and gain independent expert advice on the suitability or correctness of the material to be published as part of the performance of the Services; and
- f. Liability in respect of loss of data, 3rd party integration failure, breach of our security, interruption of business or any consequential or incidental damages; all representations, warranties or terms (whether express or implied) other than those expressly set out in the agreement.

Optimise Online's total aggregate liability for all claims relating to the agreement is limited to the price for the Services payable under this agreement.

Either party's liability for any claim relating to the agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

20. INDEMNITY

You indemnify, defend, and hold harmless Optimise Online in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

- a. Any breach of this agreement;
- b. Your negligent acts or omissions;
- c. Your use of the Services, including any third-party claims made in connection with or arising out of the Client's use of the Service, other than use in accordance with this agreement; or
- d. Breach of third-party Intellectual Property.

You indemnify, and agree to keep Optimise Online, its directors, officers and employees indemnified, against all Loss arising from actions taken performing Services.

21. INTELLECTUAL PROPERTY AND SUPPLY OF RAW / EDITABLE FILES

All Intellectual Property Rights in Service Intellectual Property vest in or will upon their creation vest in Optimise Online.

Optimise Online grant you a non-transferable, non-exclusive license to:

- a. Publish one copy of the Service and supporting Service Intellectual Property unless otherwise stated by Optimise Online; and
- b. Use and reproduce the other Service Intellectual Property.

You must not, without our prior written consent:

- a. Adapt, create derivative works from or merge the template or other Service Intellectual Property;
- b. Use the Service Intellectual Property for any purpose other than the specific purpose for which Optimise Online have provided it;
- c. Reverse engineer, disassemble or decompile the Service Intellectual Property;
- d. Distribute, lend, resell, transfer, assign or sublicense the Service or other Service Intellectual Property, or allow any other person to use it except in the course of visiting the Service; and
- e. Remove or attempt to remove any proprietary or copyright notices or any labels on the Service or other Service Intellectual Property.

The supply of raw / editable files is at the discretion of Optimise Online. Additional Costs will apply, and may be based upon a percentage of the original Quote, or a retrieval and release fee.

Stock images and commercial fonts remain the property of Optimise Online, under license or its licensors at all times and are governed under licensing restrictions and rules and are not transferrable.

All ad copy/text, ad targeting, ad creative and all ad accounts remain the property of Optimise Online.

Optimise Online do not warrant that your use of the designs, materials or content produced by us for you in the course of the Service will not infringe any third-party's Intellectual Property Rights or any person's Moral Rights, but Optimise Online will advise you if Optimise Online become aware of any infringement.

You agree to carry the Optimise Online logo or Optimise Online text hyperlink in or under the website footer.

You agree to allow Optimise Online to use the Services provided for promotional and portfolio purposes.

As part of the Services, Optimise Online may place your company logo and case study on its corporate website or promotional collateral for promotional purposes and you irrevocably authorise Optimise Online to do so.

You agree to provide feedback or a testimony upon request after the release/closure of the Service.

22. CONFIDENTIALITY

Each party agrees to keep confidential, and not to use or disclose except as permitted by these terms and conditions, any Confidential Information of the other party. The parties agree not to disclose these terms and conditions (including any schedules), or any details of an Invoice or Quote. This obligation of confidence extends to Confidential Information obtained by a party before entering into this agreement. Each Party shall refrain from making negative comments about the other Party, whether online or in person.

The obligation of confidence as set out above does not apply to Confidential Information to the extent that is required to be disclosed by law or the rules of any stock exchange on which the recipient's securities are listed, provided that the recipient discloses the minimum amount of Confidential Information required to satisfy the Law or rules.

The Party required to disclose the other Party's Confidential Information as set out above must:

- a. Provide a reasonable amount of notice to the other Party of the proposed disclosure;
- b. Consult with the other Party as to the form of the disclosure; and
- c. Take all reasonable steps to maintain such Confidential Information in confidence.

Each party must take all steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

23. CALCULATION OF FEES (IF NOT SPECIFIED)

If the Fees are not specified (in an Invoice, Quote or otherwise) at the commencement of the Service, then Optimise Online will charge you at the Professional Hourly Rate for all work that Optimise Online carries out for you in the course of the Service.

The Professional Hourly Rate may change from time to time.

Optimise Online will perform the Services as specified in the Quote or as agreed in writing with the client, utilising the specified providers and/or platforms, for the agreed timeframe.

Optimise Online reserve the right to reallocate approved pay per click budget between different approved marketing platforms (Google, Facebook/ Instagram or LinkedIn or strategies (demographic targeting / remarketing) based on the effectiveness of the Digital Marketing Campaign in order to maximise results.

Refunds will not be issued for paused Digital Marketing Campaigns or overpayment, a credit note may be issued at Optimise Online's discretion.

Travel time is not included in our quotations as Optimise Online office is our preferred location as it is appropriately set up for meetings and presentations. If you would prefer meetings at your office or any other location additional fees may apply.

Optimise Online reserves the right to charge Additional Costs caused by the Client's instructions, lack of instructions, interruptions, mistakes, work for which Optimise Online is not responsible and changes to the requirements, expectations or hardware and software environment, and extra work required caused by faults or defects in any service provided by a third-party.

24. PAYMENT

Advertising spend is paid by the client directly to the respective platform. Optimise Online has no control over the payment requirements and terms stipulated by platforms on which paid advertising occurs. Payments must be made to the respective platform in accordance with their payment requirements, in order for the campaign to continue running as scheduled.

Payment must be made by credit card (Visa, Mastercard, Amex) or automatic direct debit from your nominated bank account. If payment is not made to the respective platform within the time specified, the ad campaign will not run as scheduled. If the ads are running and you fail to continue making payments to the respective platform, the ads will cease.

In relation to our Services, Optimise Online will issue Invoices for:

- a. A fee for your infrastructure setup;
- b. Monthly retainer fees (invoiced to the client on the first of the month) to cover maintenance, analysis, and optimisation of the infrastructure; and/or
- c. Additional Costs on an ad hoc basis, as agreed by the client.

Optimise Online reserves the right to suspend all services provided to the client until any payment default is rectified under this Agreement.

25. GST

Unless Optimise Online expressly state otherwise, the Fees and Additional Costs do not include GST.

If at any time Optimise Online decide that GST is payable on supplies made by us, or if the Australian Taxation Office assesses GST on any such supplies, then the necessary amount will be added to, and form part of, the Fees or Additional Charges (as the case may be) at the GST rate prevailing at the relevant time.

Optimise Online reserve the right to recover from you at any time such an amount on account of GST on supplies made by us to you under this agreement.

26. DURATION OF AGREEMENT AND TERMINATION

Upon execution by both parties this agreement will take effect immediately and remain in effect during the agreed timeframe, including subsequent ongoing maintenance services, where applicable.

A party may terminate this agreement by notice in writing to the other party if:

- a. The other party commits a material breach of this agreement that is capable of remedy (including failure to pay any amount due under this agreement) and fails to remedy that breach within [14] days after receiving notice from the other Party to do so;
- b. The other party commits a material breach of this agreement that is not capable of remedy; or
- c. The other Party becomes Insolvent.

Optimise Online may terminate this agreement if:

- a. You do not provide any information or materials requested within a reasonable time after being asked to do so; or
- b. Optimise Online consider that mutual confidence and trust no longer exist.

Upon termination of this agreement:

- a. Our obligation to carry out the Service ceases;
- b. Each party's rights and obligations accrued prior to termination are not affected;
- c. The licence granted ceases;
- d. Any unpaid Invoice owed to Optimise Online must be paid, including for any minimum term (failure to do so may result in Optimise Online registering this default with a credit reporting agency);
- e. Each party must immediately return to the other party (or destroy or delete as the other party directs) all Confidential Information of the other party in its possession or control, except to the extent that the party needs to keep such information to comply with its record-keeping obligations; and
- f. Except as provided above and in Sections 19, 20, 21, 22, 23 and 29 will continue.

27. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, a Party may not commence any court or arbitration proceedings relating to the dispute unless the Party has complied with this Section, except where the Party seeks urgent interlocutory relief. Where a Party fails to comply with this Section any other Party in dispute with the Party so failing to comply need not comply with this Section before referring the dispute to arbitration or commencing Court proceedings relating to that dispute.

A Party claiming that a dispute to which this Section applies has arisen under this Agreement or in relation to this Agreement shall give written notice to each of the other Parties designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute on its behalf. Each other Party given written notice shall promptly give notice in writing to each other Party designating as its representative in negotiations relating to the dispute a person with similar authority.

Optimise Online may pause work to conduct whatever investigations deemed appropriate and, within 90 days of the given written notice, seek to resolve the dispute.

If the dispute is not resolved within the following 90 days (or within such further period as the representatives may agree is appropriate), the Parties shall within a further 90 days (or within such further period as the representatives may agree is appropriate) seek to agree on:

- a. A process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial;
- b. The procedure and timetable for any exchange of documents and other information relating to the dispute;
- c. Procedural rules and a timetable for the conduct of the selected mode of proceeding;
- d. A procedure for selection and compensation of any neutral person who may be employed by the Parties to assist in relation to the dispute; and
- e. Whether the Parties should seek the assistance of a dispute resolution organisation.

The Parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this Section is to attempt to settle the dispute between the Parties.

After the expiration of the time established by or agreed upon under the Section for agreement on a dispute resolution process, any Party which has complied with the provisions of this Section and may in writing terminate the dispute resolution process provided for in those paragraphs and may then refer the dispute to arbitration or commence Court proceedings relating to the dispute.

28. GENERAL

Any notice given under this agreement must be in writing, addressed to the other party's contact persons as notified by the other party.

This agreement does not create a relationship of employment, agency or partnership between the parties.

Optimise Online may sub-contract our obligations under this agreement.

The failure of a party at any time to insist on performance by the other party of an obligation under this agreement is not a waiver of any of its rights.

If part or all of any of the provisions of this agreement is illegal or unenforceable, it will be severed from this agreement, and will not affect the continued operation of the remaining provisions.

The additional terms and conditions referred to Sections 19, 20, 21, 22, and 23 do not apply to the extent that they:

- a. Are not permitted under Australian law; or
- b. Exclude or unlawfully limit any applicable Consumer Guarantee or Title Guarantee.

Optimise Online may change this agreement from time to time. The new terms will apply to any Service that commences after the date that Optimise Online publish the changed terms and conditions. Your engagement of our Services after that date signifies your acceptance of the amended agreement.

This agreement is governed by the laws of Western Australia and the Commonwealth of Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia and shall not:

- a. Object to an action being brought in a legal forum, including, but not limited to, any State or Federal Court; or
- b. Assert that any action has been brought in an inconvenient forum;

And each party undertakes to refrain from:

- a. Bringing an action in any other court or tribunal whether within Australia or otherwise; and
- b. Seeking pursuant to the Jurisdiction of Courts (Cross-vesting) Act 1987 (WA) (as amended) or otherwise to transfer any action to another State or Territory; in relation to any dispute which arises directly or indirectly from this agreement.

This agreement is to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, Optimise Online limits its liability in respect of any claim to, at Optimise Online's option:

- a. The redelivery of the Services; or
- b. The payment of the cost of redelivery of the Services or acquiring equivalent services.

This agreement constitutes the entire agreement of the parties as to the subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it. Any statement made in negotiations for this agreement which is not set out in this agreement does not form part of the agreement between the parties.

29. INTERPRETATION

In this agreement:

- a. a reference to "this agreement" means these terms and conditions (including any schedule) together with an Invoice or Quote (if any);
- b. headings and bold type are for convenience only and do not affect the interpretation of these terms;
- c. the singular includes the plural and the plural includes the singular;
- d. words of any gender include all genders;
- e. other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning, unless the context clearly requires otherwise;
- f. an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- g. a reference to any legislation includes all delegated legislation made under it, and amendments, consolidations, replacements or re-enactments of any of them;
- h. a reference to a party to a document includes that party's successors and permitted assignees;
- i. a promise on the part of 2 or more persons binds them jointly and severally;

- j. no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- k. specifying anything in this agreement after the words “include” or “for example” or similar expressions does not limit what else is included.

DEFINITIONS

Additional Costs means all additional costs that Optimise Online are permitted to charge you under this agreement.

Approval Item is defined in Section 8.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Optimise Online, we, us, or our means Maxi Digital Group Pty Ltd ABN: 93 164 579 293 of L1/8 Oswald Street, Victoria Park, Western Australia.

Broken Links: Broken links usually occur when pages are renamed or removed from an existing or new website. Search engines look at the number of broken links when determining a website's ranking, making regular cleanup necessary. The volume of work involved and frequency vary with each individual website. Therefore, clean up is not included in your SEO campaign. Optimise Online will do regular broken link checks and advise you of what broken links need to be cleaned up.

Change of Strategy Mid-Campaign: If you decide to change your keywords, ad copy/text, ad targeting, ad creative within 3 months of commencement of the Online Advertising services or 12 months of the commencement of the Search Engine Optimisation services, you will be charged at our Professional Hourly Rate to make those changes.

Claim means a demand, action or proceeding of any nature whether actual or threatened.

Client, you or your means, in relation to any work that Optimise Online do for you:

- a. the person named as the Client; or
- b. the person for whom Optimise Online is undertaking the Service.

Client Content is defined in Section 5.

Confidential Information of a party means any information:

- a. regarding that party's business or affairs;
- b. regarding that party's customers, employees, or other people doing business with that party;
- c. which is by its nature confidential;
- d. which is designated as confidential by that party at the time of disclosure or within 14 days after disclosure; or
- e. which the other party knows or ought to know is confidential;
- f. Consumer Guarantee means a consumer guarantee applicable to this agreement under the Australian Consumer Law, (including any 'express warranty' within the meaning of Section 2(1) of the Australian Consumer Law).

Content Management System (CMS): A content management system (CMS) is a web-based software application or set of related programs that are used to create and manage digital website content.

Copywriting and Content Generation: All SEO campaigns include initial website copywriting and content generation as part of the ongoing article submission and Link Building strategy. If your advertising strategy requires additional copywriting and content generation in the form of blog articles, press releases or additional Landing Page or website content this can be produced at our Professional Hourly Rate.

Digital Marketing Campaign is the execution of the Services as defined in Section 3, combined with the strategy, keywords, ad copy/text, ad targeting, ad creative as agreed between the client and Optimise Online.

Fees means, in respect of a Service:

- a. The Fees payable to us for the Service as set out in a Quote or Invoice or
- b. If no Fees are specified, Fees for all work Optimise Online do in the course of the Service calculated in accordance with Section 23.

Finalisation means when the Service is handed over to you for your data entry and/or testing (not when the Service is launched).

GST means a goods and services tax or similar tax levied in Australia.

Insolvent in relation to a party, means that:

- a. The party has ceased or taken steps to cease to conduct its business in the normal manner;
- b. The party has entered into or resolved to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
- c. The party is unable to pay its debts when they are due;
- d. A liquidator or provisional liquidator is appointed to the party, or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the party's assets or undertakings;
- e. An application or order is made or a resolution is passed for the winding up of the party; or
- f. An event similar to one above occurs in respect of the party in any non-Australian jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights anywhere in the world, including:

- a. Copyright, patents, trademarks, plant breeder's rights, rights in circuit layouts, registered designs and any right to have confidential information kept confidential; and
- b. Any application or right to apply for registration of any of the rights referred to above.

Keyword Recommendations: Optimise Online will aim to find the most profitable keywords for your business. These keywords will have the right context, have significant demand, rank potential, and able to grow current organic visibility. Once these are agreed, we do not recommend a Change of Strategy Mid-Campaign. The movement of these keywords depends on a number of factors including the nature of the business, industry, search volume and search demand. Improvement comes gradually and it takes months of monitoring before we gauge keyword performance.

Landing Page or Website Development: We will provide an initial Landing Page or website assessment to recommend changes to improve your conversion rate. If your Landing Page or website is built on one of our supported Content Management Systems we may be able to make changes to your Landing Page or website at our Professional Hourly Rate.

Link Building: We will create hyperlinks (backlinks) from a number of different news, blog and directory websites to your website's URL. Search engines analyse the popularity, relevance, and authority of a website through the number of quality hyperlinks pointing back to the website. Growing the backlink profile of a website is a critical part of SEO. The more quality backlinks a website has from trusted sources, the better the chances are for ranking at the top of search results.

Local SEO Report: As part of the search engine optimisation Services and in accordance with Optimise Online's discretion we will prepare a comprehensive report that details the recommended best practice changes to local directory listings that are necessary to improve the website's rankings in the most popular search engines at that point in time. These practices will change from time to time as determined by the regularity of the search engines algorithm updates. Optimise Online will use its best endeavours to update and reissue the Local SEO Report as frequently as Optimise Online deems is necessary to reflect best practice local SEO practices.

Optimise Online will create local citations for the client. Citations show the website's relevance and validity, which help search engines identify the business' expertise in a particular niche. Citations include local directory listings such as Google My Business, Bing Places, Yelp, Maps Connect (Apple), and many more. For these local citations to be effective, the business name, address, and phone number (NAP) must be consistently listed across the web. All these will be detailed in the Local SEO Report we will send to the client.

Loss means:

- a. Any liability, cost, expense, loss, personal injury (including illness), death or damage; and
- b. In relation to a Claim, Loss includes amounts payable on the Claim and (whether or not the Claim is successful), legal costs and disbursements on a full indemnity basis.

Monthly Performance Report: We will send automated reports which detail the Digital Marketing Campaign's progress and enquiry volume (where available). Account managers will also schedule calls to clients to explain how the Digital Marketing Campaign is progressing and if there are recommended changes needed to be completed to further improve the Digital Marketing Campaign.

Moral Rights are defined in Section 189 of the Copyright Act 1968 (Cth) and includes any similar rights in any jurisdiction outside Australia.

New Website Migration Maintaining organic position in search results when launching a new website requires extensive planning and research and careful and precise execution. There is a strict process that needs to be followed to ensure all ranking equity, organic rankings, and traffic are retained. A big part of this process is mapping and implementing a series of 301 redirects. When planning the new website build, please contact Optimise Online and we will provide you a list of key pages and content that need to be included as part of the new site. In addition, when the site is nearing completion, please let us know and we will produce a mapping document that will lay out what old pages need to be redirected to new pages to ensure no ranking equity is lost.

Online Advertising includes Search Engine Marketing, Display Advertising, and Social Media Marketing.

Monthly Performance Report: As part of the Services provided by Optimise Online, and in accordance with our discretion, we will prepare a monthly report for the relevant service providing information about the performance of that service over the preceding month.

Privacy Policy: Before you can conduct search engine or Social Media Marketing your website must have a privacy policy stating what you do to protect your visitors' privacy and disclose the use of cookies on the site. We are unable to activate live search engine or Social Media Marketing campaigns until your website has a compliant privacy policy. We can arrange for one to be prepared for you for a fee negotiated at the relevant time.

Quote means a proposal or fee estimate that Optimise Online provide to you in respect of any work that you have asked us to do.

Professional Hourly Rate means the rate Optimise Online charges per hour for professional Services and is currently \$150.00 + GST (subject to change).

Invoice means a document issued (in writing or electronically) by us to you that sets out:

- a. The Services Optimise Online will provide to you;
- b. The estimated times within which those Services will be provided; and
- c. The Fees payable to us for those Services.

Service means, in relation to any work that Optimise Online do for you:

- a. The Service described in an Invoice;
- b. If there is no Invoice, the Service described in a Quote;
- c. If there is no Quote, then the Service described in the Specifications; or
- d. If there are no Specifications, then the work that you have asked us to do.

Service Intellectual Property means designs, artwork, software and materials provided to you in the course of the Service, and any other Intellectual Property Rights created in the course of the Service, but does not include:

- a. The Content Management System (except to the extent that Optimise Online have modified it);
- b. The Optimise Online website Tools (except to the extent that Optimise Online have modified them); or
- c. Client Content.

Services means the services Optimise Online provides to you in the course of the Service, as described in Section 3.

Specifications means specifications for the work that you have asked us to do, and that you provide to us before or at the commencement of the Service.

Title Guarantee means a guarantee pursuant to any of Sections 51, 52 or 53 of the Australian Consumer Law.

Website Maintenance and Security Updates: A slow-loading, poorly working website will negatively affect the success of any Digital Marketing Campaign. If a search engine determines that a website has broken pages, spam or viruses, it would no longer list the website in search results. Search engines make sure that the links served at the top of search results are quality websites that visitors would find helpful and relevant. To keep your Digital Marketing Campaign working optimally, regular website maintenance and security updates must be done. This includes checking the website's back-end for any bugs and errors, monitoring search console, conducting link cleanup, security version updates and patches. The client's website developer must ensure these tasks are completed regularly. If your website is built on one of our supported Content Management Systems we may be able to make changes to your website at our Professional Hourly Rate.