CLIENT AGREEMENT V4 – 25/11/2026

SCHEDULE

TERM	MEANING
we, us or our	R6 Group Pty Ltd t/as R6 Digital (ABN 86 094 367 209) Address: Level 15, 201 Charlotte Street, Brisbane, Queensland, 4000 Phone: 07 38899822 Email: support@r6digital.com.au
you or your	Company Name: As per signed Quote Address: As per signed Quote Phone: As per signed Quote Email: As per signed Quote
Services and Deliverables	The Services include the following: ☐ Digital Services ● Google Advertising ● SEO (Search Engine optimisation) ● Facebook Advertising ● Other Digital Marketing Services ☐ Project Services ● Small Business Website ● Enterprise Websites ● Development Projects ☐ Retainer Services ● Retainers provided for a range of services as further particularised in the Quote. ☐ Hosting and Back-up Services ● As further particularised in the Quote.
Amount Payable	The Amount Payable under this Agreement is equal to the sum of: ● the Price: for Digital Services, either: ☐ a fixed fee set-up fee and monthly fee (no Minimum Period); or ☐ a monthly fee (with a Minimum Period), as set out in the Quote. for Project Services:

	☐ a fixed fee (including a Deposit); and / or ☐ a monthly fee (with a Minimum Period, if applicable), as set out in the Quote. for Retainer Services: ☐ a monthly fixed fee for the number of months set out in the Quote (with a Minimum Period, if applicable); and ☐ for any Services outside the Retainer Services, on the basis of our then current schedule of rates. for Hosting and Back-up Services ☐ a monthly fixed fee for the months in which we provide Hosting and Back-up Services (Hosting and Back-up Services Fee). The amount of the Price will be as set out in the Quote. If you have chosen a package with a Minimum Period, to the extent permitted by law, you will not be permitted to terminate this Agreement during the Minimum Period and you will be liable for all fees payable in that Minimum Period. ● all Expenses; and ● any other amount payable to us under this Agreement.
Payment Terms	**Price** You must pay us the Price as follows: for Digital Services: ● any Set-Up Fee will be invoiced in advance and must be paid before we commence performing the Services; and ● monthly fees will be invoiced 2 weeks before the 1st of every month, in advance of the Digital Services being provided, and payment will be processed on the 1st of every month. For Project Services: ● where the Project Services are provided on a fixed fee basis, any Deposit must be paid before we commence performing the Services and the remainder of the Price must be paid at the completion of certain Milestones as set out in the Quote; and ● monthly fees will be invoiced 2 weeks before the 1st of every month, in advance of the Project Services being provided, and payment will be processed on the 1st of every month, for Retainer Services: ● fixed price fees will be invoiced either upfront in advance for the period set out in the Quote or monthly 2 weeks before the 1st of every month, in advance of the Retainer Services being provided, and payment will be processed on the 1st of every month, as set out in the Quote, and ● any fees for Services outside the Retainer Services will be invoiced on the 1st of every month in arrears.

	for Hosting and Back-up Services: ● monthly fees will be invoiced 2 weeks before the 1st of every month, in advance of the Hosting and Back-up Services being provided, and payment will be processed on the 1st of every month. **Expenses** Where we have incurred Expenses in the course of providing the Services, we will issue you an invoice for these Expenses on the earlier of (i) the next billing date of the Price or (ii) on or around the 1st day of each month, for the Expenses incurred in the preceding period or month. **Invoices** You must pay the amount in the invoice, using the payment method set out in the invoice, within 14 days of the date of the invoice, or as otherwise agreed between the Parties.
Our Disclosures	Please read this Agreement carefully prior to accepting this Agreement. By accepting this Agreement, you agree that: ● we reserve the right to perform maintenance and upgrades at any time; ● in the event of a failure in the Hosting and Back-up Services, we will use commercially reasonable endeavours to restore Your Data that is affected by the failure. However, there may be situations in which Your Data cannot be recovered or Your Data retained may be out of date; ● upon approval of a proof, you release us from liability arising from the use of an artwork or design; ● we make no representation or warranty about any Third Party Service, and we disclaim all responsibility and liability for any Third Party Services; ● for any Services provided on a monthly fee basis, rather than a project basis, other than Hosting and Back-up Services, if you have not paid a Set-Up Fee you will be subject to the Minimum Period set out in the Quote. You must pay the full Price during the Minimum Period; and ● our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

WORKING TOGETHER

1 Services

1.1 In consideration of your payment of the Price, we will perform the Services in accordance with this Agreement, whether ourselves or through our Personnel.

1.2 If any services are not explicitly set out in the Quote, these services will be excluded from this Agreement, unless expressly requested by you, and accepted by us, in writing, and in accordance with clause 5 of this Agreement.

2 Commencement Date

2.1 We will commence the performance of the Services within a reasonable time after the later of:

(a) the Commencement Date;

(b) the receipt of payment of the relevant Price (if applicable); and

(c) the satisfaction of any other conditions precedent contemplated by this Agreement.

3 Orders

3.1 This Agreement constitutes a "standing offer" under which, during the Term, you may engage us to perform the Services under separate orders.

3.2 You may issue a request for us to provide further Services online or over the phone or by any other process which we may advise to you, from time to time (Services Request).

3.3 We may, in our discretion, accept or reject a Services Request. If we accept the Services Request, we will provide you with a Quote.

3.4 We will only be required to comply with a Quote if we have agreed to the terms of the relevant Quote in writing, if we have accepted the Quote in accordance with the terms of the Quote, or if the Parties have agreed in writing to an amended Quote.

3.5 Each Quote is subject to, and will be governed by, this Agreement and any other conditions agreed to by the Parties in writing. To the extent of any ambiguity or discrepancy between this Agreement and a Quote, this Agreement will prevail.

4 Payment

4.1 You agree to pay us:

(a) the Price;

(b) all Expenses; and

(c) any other amount payable to us under this Agreement,

in accordance with the Payment Terms.

Upgrades/Downgrades

4.2 Dependent on the Services we provide to you, you may upgrade or downgrade the Services we provide by providing us with at least 2 weeks' notice before the next billing date. Where there is a difference in the Price as a result of this change, you must pay to us the difference. For the avoidance of doubt, there will be no need for the Parties to re-execute the Agreement.

Set-up Fee

4.3 For any Services provided on a monthly fee basis, rather than a project basis, other than Hosting and Back-up Services, if you have not paid a Set-Up Fee (as set out in the Quote), you will be subject to the Minimum Period set out in the Quote. You must pay the full Price during the Minimum Period.

Estimated Price

4.4 You agree we may provide you with an estimated price (Estimated Price) for Project Services, calculated based on the Services and any Deliverables to be provided, as further particularised in any

Quote.

4.5 You agree an Estimated Price is an estimate only and it places no obligation on us to provide the Services or any Deliverables for that Estimated Price.

4.6 If circumstances arise which will increase the Estimated Price, we will contact you at our earliest convenience to explain the new circumstances and will provide you with a revised Estimated Price. We will suspend the Project Services, until you have agreed to any revised Estimated Price.

Payments

4.7 You may make payments of our invoices by bank transfer, by credit card, or by direct debit. If you select direct debit, your selected credit card or bank account will be charged on the due date of your Invoice.

4.8 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):

(a) immediately cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so; and/or

(b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 8% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.

4.9 Unless permitted elsewhere in this Agreement, you will not be entitled to any part of the Services until the Amount Payable has been paid in full.

5 Variations

5.1 Subject to clause 5.2, you may request a variation or change to the Services, including the timing for the provision of the Services, (Variation) by providing written notice (including by email) to us, with details of the variation or change, (Variation Request).

5.2 We will not be obliged to comply with a Variation Request unless we:

(a) accept the Variation Request, including any variation to the Price to effect the Variation Request (Price Variation), in writing; and

(b) the Price has been adjusted to reflect the Price Variation.

5.3 If we consider that any instruction or direction from you constitutes a Variation, then we will not be obliged to comply with such instruction or direction unless a Variation Request has been issued in accordance with clause 5.1.

5.4 If we hold the reasonable view that an instruction or direction from you is a variation, then we will not be required to comply with such instruction or direction unless you have issued us a Variation Request in accordance with clause 5.1.

5.5 Where the Services are varied or changed, or the cost of providing the Services increases (Variation Event) and the cause of that Variation Event relates to, or is connected with, an event or circumstance beyond our reasonable control, you agree to pay us our additional costs and expenses that we may suffer or incur as result of the Variation Event, as a debt due and immediately payable.

6 Hosting and Back-up Services

6.1 In consideration of your payment of the Price for the Hosting and Back-up Services Fee, we will supply you with the Hosting and Back-up Services in accordance with the Schedule or the relevant Quote.

6.2 We reserve the right to perform maintenance and upgrades at any time and from time to time. We will use commercially reasonable endeavours to:

(a) provide you with reasonable notice of maintenance and upgrades relevant to the Hosting and Back-up Services by sending you an email about any scheduled maintenance or upgrades that will result in an outage of more than 60 minutes; or

(b) notify you as soon as practicable after becoming aware of the need for unscheduled maintenance relevant to the Hosting and Back-up Services that will result in an outage of more than 60 minutes.

6.3 In the event of a failure in the Hosting and Back-up Services, we will use commercially reasonable endeavours to restore Your Data that is affected by the failure. However, you acknowledge that there may be situations in which Your Data cannot be recovered or Your Data retained may be out of date. To the maximum extent permitted by law, you agree that this clause 6.3 sets out our entire obligation with respect to disaster recovery and loss of Your Data in connection with the Hosting and Back-up Services.

6.4 If you require hosting or back-up of anything not expressly listed in the Schedule or a relevant Quote, it will be dealt with as a Variation in accordance with clause 5.

6.5 When providing Hosting and Back-up Services we will record your use of our Hosting and Back-up Services, including any extra failure support requested by you and, if at any time, the work we record exceeds the Hosting and Back-up Services ordered by you in the Schedule or the current Quote, we will notify you and such excess services will be dealt with as a Variation in accordance with clause 5.

6.6 Where there is a failure of the Hosting and Back-up Services which results in an outage of your website, you may recover from us a pro-rata daily portion of the Hosting and Back-up Services Fee paid by you per 24 hours or part thereof during which the failure continues (Outage Payment). This amount will be credited to the next invoice sent to you. You acknowledge and agree that the Outage Payment will be your sole and exclusive remedy against us arising from or in connection with an outage. Nothing in this clause is intended to restrict your rights under the ACL.

7 Data and Data Recovery

7.1 We will, for the purposes of disaster recovery, endeavor to maintain a fully replicated version of Your Data in a location that is physically separate from the location at which Your Data is stored or processed for normal production purposes.

7.2 Where there is a loss of or damage to Your Data, we will use our best endeavors to reload and, if reload is not possible, reconstitute or restore Your Data saved at the last back-up using industry standard data restoration techniques, the cost of which will be borne:

(a) by us, if we are responsible for the loss of or damage to Your Data; or

(b) otherwise by you.

8 Premises

8.1 You agree to provide us (and our Personnel) with reasonable access to the Premises (and the facilities at the Premises), and any other premises reasonably necessary for us to perform the Services, free from harm or risk to health or safety:

(a) at the times and on the dates requested by us; and/or

(b) to enable us to comply with our obligations under this Agreement or at Law.

9 Acceptance of Deliverables

9.1 If it is agreed between the Parties in writing (including via email), that a Deliverable will be subject to your acceptance, within 5 Business Days of receiving a Deliverable, you must notify us of your acceptance or tell us if you require any modifications, acting reasonably. If after 5 Business Days, you have not notified us of your acceptance or requested any modifications you will be deemed to have accepted the Deliverable.

9.2 You will be deemed to have accepted the Deliverable if you have used the Deliverable in a live (production) environment, including publishing it to your live website.

9.3 Where you request any modifications, in accordance with clause 9.1, we will perform one round of modifications where these are within the scope of the agreed Services and return the Deliverable to you for acceptance in accordance with clause 9.1. This process may be repeated once.

9.4 If following a second round of modifications, any further modifications are still required or if any of the requested modifications are outside of the agreed Services (in the Schedule, in the Quote or as otherwise agreed between the Parties) they will be considered a variation and will require you to submit a Variation Request.

9.5 We are not responsible for any delays caused by your failure to accept any Deliverables in a timely manner.

10 Ongoing Website Support

10.1 Where our Services include designing or developing a website for you, you agree that any ongoing support we offer for your website will continue for no more than 14 days after we deem to have completed the supply of the website Deliverable to you.

10.2 Unless agreed otherwise in any Quote or any accepted Variation Request, any ongoing website support is limited to fixing minor bugs or processing functionality updates for the website, as reasonably determined by us, and where directly related to the website Deliverable as it was provided to you.

10.3 We reserve the right to refuse to provide support or charge further fees for ongoing support assistance where any bug or required update is caused by you.

11 Website Proof Disclaimer

11.1 It is your responsibility to ensure that the website proof is correct in all areas. Please be sure to check spelling and grammar, layout and design before approving artwork.

11.2 Simple artwork and design changes can be made at no cost. Substantial change that affects workflow or core design will be considered a Variation.

11.3 You are responsible for copyright, trademark use and licensing of images, logos and other symbols.

11.4 All artwork image concept, web design, and layout concept must be approved before a job enters our production environment.

11.5 Upon approval of the proof, you release us from liability arising from the use of an artwork or design.

12 Third Parties

12.1 We are not responsible for the services provided to you by third parties (Third Party Services), including social media platforms, email marketing service providers, website hosting providers and internet search engines.

12.2 You must provide us access to any accounts you have with Third Party Services as reasonably necessary for us to provide the Services to you.

12.3 If you provide us with your account credentials to a Third Party Service (Credentials), you acknowledge that we are authorised to use the Credentials to access your relevant accounts with the Third Party Service, for the purpose of performing the Services.

12.4 Where, with your written approval, we create an account for you on a Third Party Service, or purchase a new service on your behalf, via an existing account you have with a Third Party Service, you must provide personal information and payment details to the applicable Third Party Service, or authorise us to provide the personal information and payment details on your behalf to, and pay directly, the applicable Third Party Service. You acknowledge and agree that by giving us written approval you will be directly responsible for any:

(a) compliance with terms and conditions or licence of any Third Party Service; and/or

(b) fees charged by any Third Party Service.

12.5 Where we create an account on a Third Party Service for you we will provide you with details of your Credentials and retain a copy in our systems where we require access to the Third Party Service to perform the Services.

12.6 Your Credentials and any personal information you provide to us is stored securely in our systems and can only be accessed by the necessary Personnel that assist with performing the Services.

12.7 Upon termination of this Agreement, we recommend you change your Credentials in order to ensure that your security is not compromised.

12.8 On request by you, we may provide you with contact details of a Third Party Service. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about any Third Party Service, and we disclaim all responsibility and liability for any Third Party Services.

12.9 Where we provide Digital Services, you agree to provide us with the following:

(a) administrative/backend access to the website for analysis of content and structure;

(b) permission to make changes for the purpose of optimisation, and to communicate directly with any third parties, e.g., your web designer, if necessary;

(c) unlimited access to existing website traffic statistics for analysis and tracking purposes;

(d) authorisation for our use of all your logos, trademarks, website images, etc., for use in creating informational pages and any other uses as deemed necessary by us for search engine positioning and optimisation; and

(e) If your website is lacking in textual content, you will provide additional text content in electronic format for the purpose of creating additional or richer web pages. We can create site content at additional cost to you.

GOVERNANCE

13 Acceptance and Term

13.1 You accept this Agreement by the earlier of:

(a) signing and returning the Quote to us, including by email or any electronic executions platform acceptable to us;

(b) confirming by email that you accept this Agreement and/or the Quote;

(c) instructing us (whether orally or in writing) to proceed with the performance of the Services; and

(d) making part or full payment of the Price.

13.2 This Agreement will commence on the Commencement Date and will continue for the Term.

14 Obligations and Warranties

14.1 You represent, warrant and agree:

(a) that there are no legal restrictions preventing you from entering into this Agreement;

(b) that all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;

(c) that you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;

(d) to comply with this Agreement, our reasonable requests or requirements, and all applicable Laws;

(e) to provide all assistance, information, documentation, access, facilities, authorities, consents, licences and permissions reasonably necessary to enable us to comply with our obligations under this Agreement or at Law;

(f) that the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without our prior written consent;

(g) that you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services:

(1) to break any Law or infringe any person's rights (including Intellectual Property Rights);

(2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or

(3) in any way that damages, interferes with or interrupts the supply of the Services;

(h) that where you have provided information, representations, data, reports, copy, designs, specifications and/or other materials (Provided Materials) to use for use in the Services, you have the right to do so;

(i) that Provided Materials:

(1) do not infringe the Intellectual Property Rights of any third party;

(2) are factually accurate;

(3) are not misleading or deceptive;

(4) are not defamatory or unlawful;

(5) have not been obtained unlawfully;

(6) are compliant with any necessary regulations for advertising, packaging or labelling; and

(7) have been processed in a manner that complies with all applicable privacy legislation;

(j) that you are not and have not been the subject of an Insolvency Event;

(k) that if applicable, you hold a valid ABN which has been advised to us; and

(l) that if applicable, you are registered for GST purposes.

15 Intellectual Property

15.1 As between the Parties:

(a) we own all Intellectual Property Rights in Our Materials;

(b) you own all Intellectual Property Rights in Your Materials and Your Data; and

(c) nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.

15.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials or Improvements will remain our property until you have paid the Price for the relevant Services in full. Once you have paid, you (or your nominated associated entity) will own the Intellectual Property Rights in those New Materials and Improvements, other than any Improvements to Our Materials.

15.3 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you, and any New Materials and Improvements that we own under clause 15.2, solely for the purposes for which they were developed and for your use and enjoyment of the Services, as contemplated by this Agreement.

15.4 Photography and videography services: Where we provide photography and videography Services to you, clauses 15.2 and 15.3 do not apply, instead this clause applies. Upon the full payment of the Price, we assign to you all our right, title and interest in the New Materials (only to the extent such New Materials are produced by the photography and videography Services). Notwithstanding the foregoing, we may provide you with drafts of the photographs and videos produced as part of the New Materials upon your payment of an agreed deposit, however we only grant you a non-exclusive, revocable, non-sublicensable and non-transferable licence to check the photographs and videos and for any other purpose we agree with you. If you do not make full payment of the Price when due under this Agreement, the licence will be automatically revoked on the first day after the due date for payment. You grant us permission to use the photographs and videos taken as part of the photography and videography Services for our personal print portfolio, website, weblog, brochures, or other advertising tools.

15.5 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials that you provide to us and Your Data solely for the purposes for which they were developed and solely for the performance of our obligations under this Agreement.

15.6 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and agree to ensure that your Personnel) consent to our use or infringement of those Moral Rights.

15.7 This clause 15 will survive termination or expiry of this Agreement.

16 Confidential Information

16.1 Each Receiving Party agrees:

(a) not to disclose the Confidential Information of the Disclosing Party to any third party;

(b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and

(c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.

16.2 The obligations in clause 16.1 do not apply to Confidential Information that:

(a) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;

(b) is authorised to be disclosed by the Disclosing Party;

(c) is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or

(d) must be disclosed by Law or by a regulatory authority, including under subpoena.

16.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 16. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 16.

16.4 This clause 16 will survive the termination or expiry of this Agreement.

17 Termination

17.1 Subject to clause 17.2, either Party may terminate any Services, or this Agreement, by giving the other Party at least 30 days' notice in writing. You agree that any payments made by you to us for Services received by you are not refundable to you, and you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you and any Expenses incurred prior to termination or to which we are already committed. Where the notice period ends part way through a billing period, the Price for that billing period will be calculated pro rata to the end of the notice period, and we will credit or refund any amount you have paid for the period after termination. The termination of any Services will not terminate this Agreement unless the notice says so.

17.2 Where we are providing Services that include a Minimum Period, you may not terminate this Agreement, or the Services that include the Minimum Period, during the Minimum Period. You will be liable to pay the Price in full for the Minimum Period. You recognise that we spend time and effort setting up our Services for you.

17.3 [Not used]

17.4 This Agreement will terminate immediately upon written notice by:

(a) us, if:

(1) you (or any of your Personnel) breach any provision of this Agreement and that breach has not been remedied within 10 Business Days of being notified by us;

(2) you fail to provide us with clear or timely instructions or information to enable us to perform the Services;

(3) for any other reason outside our control which has the effect of compromising our ability to perform the Services; or

(4) you are unable to pay your debts as they fall due; and

(b) you, if we:

(1) are in breach of a material term of this Agreement, and that breach has not been remedied within 10 Business Days of being notified by you; or

(2) are unable to pay our debts as they fall due.

17.5 Upon expiry or termination of this Agreement:

(a) we will immediately cease providing the Services;

(b) you agree that any payments made by you to us for Services received by you are not refundable to you, and you are to pay for all Services provided prior to termination, including

Services which have been provided and have not yet been invoiced to you and Minimum Period fees, payments to third-parties on your behalf, and all other amounts due and payable under this Agreement;

(c) pursuant to clauses 17.4(a)(1), 17.4(a)(2) or 17.4(a)(4), you also agree to pay us our additional costs arising from, or in connection with, such termination; and

(d) you agree not to disparage or otherwise make any unfavourable statements or comments regarding us, our Personnel, our clients, either directly or by implication, verbally or in writing; and

(e) you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or Intellectual Property owned by us that is in your possession or control and any New Materials (where you have not paid the Price in full).

17.6 Unless otherwise agreed between the Parties, if this Agreement is terminated, then any current Quote will also terminate on the date of termination.

17.7 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to this Agreement constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of this Agreement.

17.8 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

17.9 This clause 17 will survive the termination or expiry of this Agreement.

18 Australian Consumer Law

18.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the performance of the Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

18.2 Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:

(a) to cancel this Agreement with us; and

(b) to a refund for the unused portion, or to compensation for its reduced value.

18.3 You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

18.4 If the ACL applies to you as a consumer, nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.

18.5 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or on any other basis.

18.6 This clause 18 will survive the termination or expiry of this Agreement.

19 Exclusions to Liability

19.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or

connected with:

(a) your or your Personnel's acts or omissions;

(b) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by this Agreement;

(c) any works, services, goods, materials or items which do not form part of the Services (as expressed in this Agreement), or which have not been provided by us;

(d) any Third Party Inputs; and/or

(e) any event outside of our reasonable control.

19.2 You acknowledge and agree that:

(a) we are not responsible for back links or toxic links, including, but not limited to, URLs dropped or excluded for any reason or any incorrect email addresses;

(b) if under the Services, we provide search engine optimisation services:

(1) the results of our Services may be impacted by different factors, including, but not limited to, your website history, your industry, the content on your website and your content management system, and we do not guarantee any results; and

(2) if such Services are suspended for any reason, we do not guarantee the same or similar website rankings;

(c) if under the Services, we provide services relating to Google Ads, we do not guarantee:

(1) a particular, or consistent, position or ranking of your advertising across any medium;

(2) that your submissions will be accepted;

(3) that we will be able to purchase selected keywords or distribute your ads on any site requested by you;

(4) the position of your ads on any site;

(5) the cost per click; and/or

(6) that any unused campaign spend will rollover to the next monthly period.

(d) we are not responsible for removing reviews on your business listing on any medium;

(e) we only manage the Services during our standard business hours, and we have no obligation to respond to comments or posts outside these hours;

(f) failure to provide content, items or other information within the timeframe agreed between the Parties may lead to our delay in the provision of the Services; and

(g) you are responsible for backing up your website.

19.3 This clause 19 will survive the termination or expiry of this Agreement.

20 Limitations on Liability

20.1 Despite anything to the contrary, to the maximum extent permitted by law:

(a) neither Party will be liable for Consequential Loss;

(b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and

(c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

20.2 This clause 20 will survive the termination or expiry of this Agreement.

21 GST

21.1 If GST is payable on any supply made under this Agreement, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under this Agreement and must be paid in addition to the consideration expressed elsewhere in this Agreement, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.

21.2 If an adjustment event arises in respect of any supply made under this Agreement, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued if required, and any payments to give effect to the adjustment must be made.

21.3 If the recipient is required under this Agreement to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to.

21.4 The terms “adjustment event”, “consideration”, “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “taxable supply” and “tax invoice” each has the meaning which it is given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

22 General

22.1 Publicity: You agree that we may advertise or publicise the broad nature of our performance of the Services to you, including on our website or in our promotional material.

22.2 Amendment: This Agreement may only be amended by written instrument executed by the Parties.

22.3 Assignment: A Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

22.4 Counterparts: This Agreement may be executed in any number of counterparts that together will form one instrument.

22.5 Online execution: This Agreement may be executed by means of such third party online document execution service as we nominate, including by email or any electronic executions platform acceptable to us, subject to such execution being in accordance with the applicable terms and conditions of that document execution service.

22.6 Governing Law and Disputes: This Agreement is governed by the laws of Queensland. A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (Dispute) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, the following will apply:

Australian clients:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

International clients:

The Parties agree that the Dispute shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Brisbane, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

22.7 Further assurance: You agree to promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and your obligations under it.

22.8 Force Majeure: We will not be liable for any delay or failure to perform our obligations under this Agreement if such delay is due to any circumstance beyond our reasonable control.

22.9 Notices: Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

22.10 Relationship of Parties: This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

22.11 Severance: If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

DEFINITIONS AND INTERPRETATION

23 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them within this Agreement, in the Schedule, and:

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended, from time to time.

Agreement means these terms and conditions and any agreed Quote issued under it and any documents attached to, or referred to in, each of them.

Business Day means a day on which banks are open for general banking business in Queensland, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date this Agreement is accepted in accordance with its terms.

Confidential Information includes information which:

(a) is disclosed to the Receiving Party in connection with this Agreement at any time;

(b) is prepared or produced under or in connection with this Agreement at any time;

(c) relates to the Disclosing Party's business, assets or affairs; or

(d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement, whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Deliverables means any materials, goods, items or other deliverables forming part of the Services, as particularised in the Quote.

Deposit means any amount set out in the Quote as a deposit.

Digital Services means any digital or SEO services, as particularised in the Quote.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Expenses means any disbursements, including travel and accommodation costs, advertisement buying costs, website template costs, software purchasing costs, printing costs and other third-party costs, reasonably and directly incurred by us for the purpose of the performance of the Services.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

Insolvency Event means any of the following events or any analogous event:

(a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;

(b) a Party ceases, or threatens to cease, carrying on business;

(c) a Party is unable to pay the Party's debts as the debts fall due;

(d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;

(e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or

(f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business.

Intellectual Property means any copyright, registered or unregistered designs or trade marks, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Breach means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third party rights including any Intellectual Property Rights of third parties), including, but not limited, to you (or your Personnel):

(a) copying, altering, enhancing, adapting or modifying any of our Intellectual Property;

(b) creating derivative works from our Intellectual Property;

(c) providing or disclosing our Intellectual Property to, or allowing our Intellectual Property to be used by, any third party;

(d) assigning or transferring any of our Intellectual Property Rights or granting sublicences of any of our Intellectual Property Rights, except as expressly permitted in this Agreement;

(e) reverse engineering or decompiling any of our Intellectual Property Rights, except where permitted by Law; or

(f) using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the performance of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Minimum Period means any minimum period for the whole or part of the Services, as further particularised in the Quote.

Moral Rights has the meaning given in the Copyright Act 1968 (Cth).

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with this Agreement or the performance of the Services, whether before or after the date of this Agreement.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us, and is protected by Australian and international laws.

Party means a party to this Agreement from time to time, and Parties means all of them.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Premises means any location where you request and we agree to provide the Services.

Price means the price set out in Quote.

Project Services means Services delivered on a project basis, as particularised in the Quote.

Quote means the quotes as provided for in this Agreement.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Retainer Services means Services delivered on a retainer basis, as particularised in the Quote.

Set-Up Fee means any amount payable for us to set up your Services, as set out in the Quote.

Services means the services set out in the Quote, and includes any term applicable for the relevant services (Service Term).

Schedule means the commercial terms agreed by the Parties and included as a schedule to this Agreement.

Term means the term of this Agreement, commencing on the Commencement Date until the last Service Term date set out in the Quote for the provision of the Services, unless earlier terminated in accordance with its terms.

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the performance of the Services may be contingent on, or impacted by.

Your Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you or your Personnel into the Services or stored by the Services, including any personal information collected, used, disclosed, stored or otherwise handled in connection with this Agreement. Your Data does not include any data, information or materials that we generate (or that is generated on our behalf) in connection with the Services and that is not provided to you or that you do not have access to.

Your Materials means all work, data, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of this Agreement.

24 Interpretation

In this Agreement, unless the context otherwise requires:

(a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;

(b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;

(c) a reference to a person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;

(d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;

(e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;

(f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;

(g) a reference to time is to local time in Queensland; and

(h) a reference to $ or dollars refers to the currency of Australia from time to time.

EXECUTION

EXECUTED for and on behalf of COMPANY [As per Quote Signed] by a duly authorised representative:

Signature

[As per Quote Signed]

Name

[As per Quote Signed]

Date

[As per Quote Signed]