

# Digital Marketing Services Module 1

This Module applies to any Digital Marketing Services ordered in an Order Form.

## 1. Definitions

In this Module:

**Domain Names Services** means the Services set out in Section 1 of the Specific Terms.

**GMB Optimisation Services** means the Services set out in Section 7 of the Specific Terms.

**Google Ads Services** means the Services set out in Section 5 of the Specific Terms.

**Professional Services** means any Professional Services set out in an Order Form.

**Regulator** includes the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Telecommunications Industry Ombudsman, Communications Alliance Limited, and any other relevant government or statutory body or authority.

**Search Engine Optimisation Services** means the Services set out in Section 6 of the Specific Terms.

**Social Media Marketing Services** means the Services set out in Section 4 of the Specific Terms.

**Specific Terms** means the terms applicable to only some Digital Marketing Services as set out in this module.

**Subscription Start Date** means the Subscription Start Date for the Digital Marketing Services as defined in the Specific Terms of this Module 1;

**Website Design Services** means the Services set out in Section 3 of the Specific Terms.

**Website Hosting and Email Hosting Services** means the Services set out in Section 2 of the Specific Terms.

## 2. Digital Marketing Services

- a. We agree to provide you with the Digital Marketing set out in your Order Form. The Specific Terms will apply to certain Digital Marketing.
- b. If the Digital Marketing includes Professional Services, we:
  - (i) will use appropriately trained and qualified Personnel to perform the Professional Services; and
  - (ii) will ensure our Personnel will use due care and skill when providing the Professional Services.

### 3. Fees and Payment

- a. For the purposes of this Module, the following Digital Marketing are Non-Recurring Services:

- (i) Professional Services;
- (ii) Bespoke Website Services;

Fees for all Non-Recurring Services are payable in advance unless otherwise set out in an Order Form. We will invoice you and the Fees must be paid prior to commencement of any Non-Recurring Services.

- b. All Digital Marketing Services not listed in clause 3 (a) are Subscription Services, as defined in the Localsearch Subscription Agreement found at [business.localsearch.com.au/legal](http://business.localsearch.com.au/legal).

## Section 1 – Domain Name Services Specific Terms

### 1. Domain Name Services

The following Specific Terms are applicable if the Order Form includes Domain Name Services.

#### 1.1 Definitions

The following definitions apply in this section 1:

**auDA** means .au Domain Administration Limited ACN 079 009 340, the regulatory body responsible for administering the Australian .com.au domains, or its successor;

**Dispute Resolution Policy** means the binding dispute resolution policy with respect to a domain name which forms part of the Registration Agreement and conditions for registration and maintenance of that domain name;

**Domain Name Registration Policies** means any naming policy, rules, procedures or terms and conditions of registration applicable to you in relation to the registration, transfer and maintenance of a domain name (including without limitation a Dispute Resolution Policy and the terms and condition of the Registration Agreement). The current Domain Name Registration Policies for each domain can be accessed via the Melbourne IT website at <http://www.melbourneit.com.au/policies/index>;

**Domain Name Services** means any domain name registration Services or Domain Name Transfer Services you order on the Order Form;

**Domain Name Transfer Services** means any domain name transfer Services your order on the Order Form;

**ICANN** means the Internet Corporation for Assigned Names and Numbers;

**Melbourne IT** means Melbourne IT Limited ACN 073 716 793, an accredited registrar of ICANN;

**Registration Agreement** means the agreement or agreements to be entered into between you and Melbourne IT to register, renew or transfer a Domain Name using Melbourne IT as the registrant of record. The current Registration Agreement for each domain can be accessed via the Melbourne IT website at <http://www.melbourneit.com.au/policies/index>; and

**Registry** means the entity authorised to administer the register for each domain.

**Subscription Start Date** means the Contract Effective Date on the Order Form.

## **1.2 Fees**

Except where we fail to comply with consumer guarantees under the Australian Consumer Law, you acknowledge and agree that all Fees for Domain Name Services are non-refundable. We cannot provide refunds for domain names that are incorrectly registered, including, without limitation, domain names that contain spelling errors. It is your responsibility to carefully check the domain name selected in the Order Form to ensure it is correct.

## **1.3 Automatic Renewal**

- a. During the term of this Agreement, we will automatically renew any of your domain names successfully registered or transferred as and when such renewal is required for the same length as the previous registration period. You agree to pay any such renewal Fees added to your account in accordance with the payment terms set out in this Agreement.
- b. If you do not want Localsearch to renew a domain name, you must provide written notice at least 30 days prior to when the next domain name renewal fee falls due.

## **1.4 Authorised reseller**

- a. We are an authorised reseller of Melbourne IT's domain name registration services. We are not, and do not represent in any way that we are, an accredited ICANN or auDA registrar nor have the power or authority of an accredited ICANN or auDA registrar, including without limitation the power or authority to approve or refuse any registration or renewal application or to revoke any domain name licence.
- b. To the extent permitted by law, we expressly disclaim any responsibility with respect to any decision by a Registry, court or any third party to refuse to register, terminate or transfer a domain name for any reason. We do not warrant or guarantee that any domain name applied for will be registrable or registered. You must not take any action with respect to a requested domain name until registration has been affected and you have been notified of such registration.

## **1.5 Appointment as agent**

- a. You appoint us as agent for the purpose of entering into the Registration Agreement with Melbourne IT on your behalf and performing the domain name registration services contemplated by this Agreement and the Order Form. You agree you have read, understood and agree to be bound by the applicable Registration Agreement for the domain name being registered.

- b. You agree you have read and understood the Domain Name Registration Policies applicable to your domain names and you agree to the consents, warranties and indemnities that you, as the registrant, are required to give pursuant to those Domain Name Registration Policies.

## 1.6 Domain Name Transfer Services

- a. You are responsible for any contractual obligations that may exist with the current or any other registrar.
- b. In order to take advantage of the Domain Name Transfer Services, you will first need to retrieve the "domain password" (aka, "registry key", "transfer password", "transfer key", "EPP authentication code", "domain token", "authcode password", or "UDAI key") from your current registrar.
- c. You will ensure that the domain is not locked by your current registrar.
- d. You acknowledge that 60 days must have passed on the current domain name registration term (and that this term will not be expiring within 7 days) in order to transfer your domain name from its existing registrar to us.

# Section 2 – Website Hosting and Email Hosting Services

## 2. Website Hosting and Email Hosting Services

The following Specific Terms are applicable if the Order Form includes Website Hosting or Email Hosting Services.

### 2.1 Definitions

The following definitions apply in this section 2:

**Email Hosting Services** means any Email address Hosting Services you order on the Order Form; and

**Website Hosting Services** means any Website Hosting Services you order on the Order Form.

**Live** means the point in time when your website is activated, rendering the website published and publicly accessible on the internet through the World Wide Web;

**Included Website Hosting Changes** means included changes on Website Hosting Services not deemed by us to be a Structural Change, Template Change or Page Addition Change.

We will only make these changes from Your Material. For the absence of any doubt, included website hosting changes only include:

- a. Business information such as logos, trademarks, images, contact numbers, address details, emails, payment methods, opening hours and social media links.
- b. Like for like replacement of existing content supplied by you such as videos, images, text, and links.

- c. Any technical issues/bugs that may affect the existing and normal operation of your website.

The annual limit of Included Website Hosting Changes for Website Hosting Services is defined in clause 2.4 (b).

We shall not be liable or responsible for any changes made without notice by you or a third party employed by you using back-end access to your website.

**Page Addition Change** means a one-off change, made within 12 months from the date of the order form, if you do not use your full entitlement of website pages for the Website Design Services on the Order form, you may add website pages up to and including your full entitlement of website pages.

**Email Hosting Subscription Start Date** means the Contract Effective Date on the Order Form.

**Website Hosting Subscription Start Date** means the Service Activation Date.

**Structural Change** means any changes to the website that requires moving or changing elements of the website including, but not limited to:

- The Header;
- Navigation;
- Adding of New Sections and/or Modules;
- Colour Schemes;
- Fonts;
- Adding New Buttons and/or Links;
- Adding Plugins;
- Feature Images and Visual Sections of the site.

The determination of what is considered a "structural change" is in our absolute discretion.

**Template Change** means any changes to the website that requires moving elements of the website design template, including, but not limited to:

- Layout Changes and/or Redesigns
- Changing an Existing Page to a New Page (i.e. from Gallery Page to Services Page)
- Static Pages;
- Animations;
- Forms including additional fields;

- Changes to Site Maps excluding a Page Addition Change;
- Moving Modules from one location to another;
- And other data or materials which are made available from time to time to use as a basis for designing websites and includes Custom Templates.

The determination of what is considered a "template change" is in our absolute discretion.

## **2.2 Included Website Hosting Changes**

a. Unless you have ordered Website Hosting Services that have Included Website Hosting Changes in an Order Form, you acknowledge and agree that we will not provide any direct one-on-one support (via email, telephone or otherwise) for your Webhosting Services.

b. The annual limit of Included Website Hosting Changes for Website Hosting Services is as follows:

- i. Hosting and Support "Bronze" - 12 updates per annum
- ii. Hosting and Support "Silver" – 6 updates per annum
- iii. Hosting and Support "Gold" - 12 updates per annum
- iv. Website Subscription Services - 12 updates per annum

c. If you exceed your annual limit of Included Website Hosting Changes, you may order additional changes at an additional cost.

## **2.3 Support Changes**

a. Our personnel will:

- i. provide technical support via email or phone during Gold Coast, QLD, Australia office hours between the hours of 9 am and 5 pm on Mondays - Fridays (except any day that is a public holiday in Queensland or the state from which we are providing the Support Services);
- ii. backup the content of your website. While we will use reasonable endeavours to ensure that your website is fully and accurately backed up, you acknowledge and agree that (to the extent permitted by law) we will have no responsibility for any data loss or any other loss that you or your End Users incur as a result of our backup service (or our failure to implement the backup service);
- iii. use reasonable endeavours to make any requested changes to your website within fourteen (14) Business Days.

- b. You acknowledge and agree that our Personnel may access and edit your website without providing notice in order to perform any technical aspect of the Support Services that we reasonably consider necessary.

## **2.4 Data Transfer Usage**

If, in any billing month, usage of the Website Hosting Services exceeds:

- a. the data transfer and usage limits associated with the Website Hosting as set out in the Order Form; or
- b. if no such limits are specified in the Order Form, the data transfer and usage limits set out in the Acceptable Use Policy,

we may (without limiting any of our rights under this Agreement) apply by way of limitation to the speed of your website a maximum of 256 kilobytes per second (upload speed) and a maximum of 256 kilobytes per second (download speed) for the remainder of that billing month.

## **2.5 Server Storage Limits**

Your website is subject to a server storage amount as set out in the Order Form or the Acceptable Use Policy.

## **2.6 Email Hosting Services**

- a. Each Email Hosting Service will include 10 individual email accounts.
- b. Email Hosting Services include:
  - i. Transferring of Emails to us.
  - ii. Setup of Email in applications such as Apple iOS Devices, Android Devices, Windows and Mac Email Clients and includes:
    - Create a new local email profile for troubleshooting.
    - Mailbox Size Increases (with purchase of additional email packs).
    - Password Resets.
    - Create New Email addresses.
  - iii. DNS support for moving/adds and changes
- c. Email Hosting Services does not include any IT support services that involve the management/removal of your data.
- d. Use of the Email Hosting Services is subject always to compliance with the data usage and storage limits set out in the Order Form (if any) and the Acceptable Use Policy.
- e. You agree to our use of spam and virus filters which may require the use of third-party equipment or services to monitor and filter email traffic between our equipment and the internet. You agree that we will not be liable for any loss or damage resulting from the use of spam or virus filters.

## 2.7 Acknowledgements

- a. You acknowledge that we in our absolute discretion may change the pricing, inclusions, services and names of our Website Hosting Services and Emailing Services at any time.
- b. You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your website that has been approved by you.
- c. You acknowledge that all IT Support requirements not included in this agreement or on the order form must be handled by your internal or external IT services provider. We will not be held responsible for any support not included in this agreement or on the order form.
- d. We support "appropriate" software for the duration of the "developers" support term. Appropriate software is software that directly relates to the services rendered, e.g. Microsoft Outlook email client for email inboxes that are hosted by the Services Provider(s). In this example, when Microsoft deems the Outlook software version "end of support" the Service Provider(s) we will no longer provide IT Support for this software.

## Section 3 – Website Design Services Specific Terms

### 3. Website Design Services

The following Specific Terms are applicable if the Order Form includes Website Design Services.

#### 3.1 Definitions

The following definitions apply in this Section 3:

**Advanced Design Processes** means the creation of elements of a website including, but not limited to the header, navigation, feature images and visual sections of the site. The determination of what is considered an "advanced design process" is in our absolute discretion.

**Bespoke Website Design Services** has the meaning given in section 3.6;

**Client Approval** has the meaning given in section 3.5;

**Core Website Design Services** has the meaning given in section 3.3;

**Custom Templates** means new Templates created by us based on your particular specifications, designs or directions;

**E-Commerce Website Services** means services associated with an Online store which has the meaning given in section 3.8;

**Initial Build Cost** means the total amount of all Website Design Services you purchase as identified in the Order Form. The cost of any additional Services (such as for example Social Media Marketing Services) you purchase will be added as applicable to the Initial Build Cost;



**Live** means the point in time when your website is activated, rendering the website published and publicly accessible on the internet through the World Wide Web;

**Management Site** means webbuilder.localsearch.com.au or another a link which we provide you from time to time;

**Minor change** means anything not deemed by us to be a Structural Change, Template Change or Page Addition change. The determination of what is considered a "minor change" is in our absolute discretion;

**Online Store** means a website by means of which goods or services are sold over the internet;

**Page Addition Change** means a one-off change, made within 12 months from the date of the order form, if you do not use your full entitlement of website pages for the Website Design Services on the Order form, you may add website pages up to and including your full entitlement of website pages;

**Subscription Start Date** means the Contract Effective Date on the Order Form.

**Structural Change** means any changes to the website that requires moving or changing elements of the website including, but not limited to:

- The Header;
- Navigation;
- Adding of New Sections and/or Modules;
- Colour Schemes;
- Fonts;
- Adding New Buttons and/or Links;
- Adding Plugins;
- Feature Images and Visual Sections of the site.

The determination of what is considered a "structural change" is in our absolute discretion.

**Template Change** means any changes to the website that requires moving elements of the website design template, including, but not limited to:

- Layout Changes and/or Redesigns
- Changing an Existing Page to a New Page (i.e. from Gallery Page to Services Page)
- Static Pages;
- Animations;
- Forms including additional fields;

- Changes to Site Maps excluding a Page Addition Change;
- Moving Modules from one location to another;
- And other data or materials which are made available from time to time to use as a basis for designing websites and includes Custom Templates.

The determination of what is considered a "template change" is in our absolute discretion.

**Website Design Services** means any Core Website Design Services, Bespoke Website Design Services and E-Commerce Website Services we perform on a Website Platform as defined in Clause 3.3;

**Website Platform** means the platforms we use to perform the Website Design Services. Website Design Services described as WordPress on the Order Form, will be developed on the WordPress platform, in all other circumstances, websites will be developed on a HTML5 Platform.

When a HTML5 Platform is used to perform Website Design Services. You acknowledge that:

- a. HTML5 platform websites cannot be exported or hosted elsewhere.
- b. That we in our absolute discretion may change the HTML5 Platform we use to perform the Website Design Services at any time. In the event that we change the HTML 5 Platform:
  - I. We will inform you in writing with a minimum of 60 days-notice of such a change;
  - II. You agree to do all things necessary and comply with all our reasonable directions and guidelines to allow us to make a change to the HTML 5 Platform in accordance with this agreement, including but not limited to, updating your DNS records as instructed by us.
  - III. You acknowledge that any failure to comply with our directions within the 60 days-notice period, may impact the Live availability of your website, rendering your website unpublished and not publicly accessible on the internet through the World Wide Web;
  - IV. You agree that we will not be liable for any loss, damage or liability howsoever arising for a change in Live availability of your website due to any failure by you to comply with our reasonable directions and guidelines within the 60 days-notice period.

### 3.2 Fees

If you order Bespoke Website Design Services, you must provide an initial, non-refundable upfront deposit of the amount specified in the Order Form (or, if no amount is stated in the Order Form, \$1,000) and any other Fees for Bespoke Website Design Services provided are payable upfront, or as otherwise set out in the Client Order Form.

### 3.3 Website Design Services

a. We will (unless otherwise specified on an Order Form):

1. provide you with initial access to the Templates so you can make a selection;
2. provide a reasonable amount of consultation with our personnel (which in our absolute discretion may be by phone, email or any other mode of communication) in order to design and set up your Website; and
3. make Live and publish the Website when completed, in accordance with the specifications for those packages in the Order Form,

(together, **Core Website Design Services**).

- b. We may require you to pay additional Fees based on our then-current consultation rates, including up to the total sum of the Initial Build Cost for each request, where we consider that you are requiring more than a "reasonable amount of consultation" and the determination of what is considered "reasonable amount of consultation" under this clause is in our absolute discretion.
- c. We reserve the right to begin design and construction of the website after 45 days from the date the Order Form is agreed, regardless of the amount (if any) of content and imagery submitted by you. The website will be made accessible under a preview link as soon as the website construction is completed by us.
- d. We will design and develop the website with your help and input. You may submit Your Materials to us by email or logging into your account at the Management Site.
- e. If you provide links to sample sites in Your Materials, this is for general information purposes only and to assist us with the design of your website. The functionality and detail of the sample sites will not be duplicated unless such functionality and detail is specifically available in our templates and such duplication does not infringe upon the intellectual property rights of others. We will not be held liable for the accuracy of information, typos, or spelling errors in any of Your Materials approved by you and published on the website.
- f. We will develop the website design and content proofs after we receive Your Materials including any imagery from you. We will provide you with an email and Preview Link to enable you to access and review the website design and content proofs. If you consider any changes are necessary, you must contact us. You may request up to two (2) Structural Changes. We will make all necessary consequential changes and will reissue new design and content proofs to check and track the changes by email. If you require more than two (2) Structural Changes then those may, in our discretion, be deemed beyond the "reasonable amount of consultation" and result in additional Fees to you
- g. Once your approval of the design and content proofs is gained or is deemed to have been obtained in accordance with this Agreement, the construction phase of the website will begin.

### **3.4 Website Construction Phase**

- a. Construction of the website will begin based on the approved design and content proofs arising out of the Website Design Services. No Structural Changes can be made during this website construction phase without you incurring additional Fees.
- b. Any Advanced Design Processes requested that are not specified in the description of the product or service initially purchased, may result in additional Fees for which you will be notified of in advance.
- c. You will be notified by email or phone when construction of the website is completed and sent a Preview Link for approval via email.
- d. During the website construction phase, you may contact us to request free of charge two (2) Minor Changes. We will make all necessary consequential changes and notify you via email or phone to check and track the changes. If you require more than two (2) Minor Changes then those may, at our discretion, be deemed to be beyond the "reasonable amount of consultation" and result in additional Fees.

### **3.5 Client Approval**

- a. You agree that if you fail to respond within 30 days to our notification or requests for:
  - I. your approval to go live from the preview link provided by us;
  - II. review of design and content proofs; or
  - III. missing information,

the website, along with the functionality of the website and the Services rendered, will be deemed to have your approval, and the website will be designed, constructed and taken Live with the missing information "as-is" or "under construction" to your domain name or a sub-domain managed by us.
- b. Your website will be accessible under a preview link as soon as the website construction is completed by us. You are responsible for testing the functionality of the website upon our request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of all website pages, database, e-commerce store, payment functions, galleries, applets, forums etc.
- c. Once you approve the Website design, we will make it live.

### **3.6 Bespoke Website Design Services**

If you have ordered "Bespoke" website packages in the Order Form, we may provide additional or alternative Services to the Core Website Design Services, such as:

- a. analysis and advice on your current website;
- b. creation of a new Website using our Templates; or
- c. creation of a new Website using a Customer Template,

in accordance with the specifications for that package in the Order Form (together, **Bespoke Website Design Services**).

### **3.7 Website Modification**

- a. If you have purchased Core Website Design Services, then you may only make modifications to your live Website by:
  - i. using the customer content management system on the Management Site; or
  - ii. purchasing Website Hosting Services on an order form with Included Website Hosting Changes in accordance with Section 2 and clause 2.4; or
  - iii. purchasing Website Subscription Services on an order form with Included Website Hosting Changes in accordance with Section 2 and clause 2.4; or
  - iv. paying additional Fees as specified by us, by calling us and directing our personnel to make changes in accordance with this section.
- b. If you have purchased Bespoke Website Design Services, then you may:
  - i. make modifications to Your Materials on the Website in accordance with sections clause 3.7 a; and
  - ii. request us to make other changes to the Website (including any Template) at additional Fees to be agreed.

### **3.8 E-Commerce Website Services**

- a. E-Commerce Website Services allow you to buy and sell goods and services over the internet, via an online store, and enable transfer of money and data to execute these transactions.
- b. To enable an online store, you must purchase E-Commerce Website Services as identified on the Order Form.
- c. The terms of this Section 3 Website Design Services are applicable to E-Commerce Website Services.
- d. You acknowledge that your E-Commerce Website Services can only be associated with one Online Store Owner as identified on the Order Form.
- e. You acknowledge that our E-Commerce Website Services have a range of features and functionalities subject to the product and its inclusions identified on the Order Form. Not all services or features will be available to you at all times. We at our sole discretion reserve the right to modify our Services at any time, for any reason, without notice.
- f. You acknowledge and agree to provide public facing contact information, a refund policy, and order fulfilment timelines on your online store.
- g. You acknowledge that any sales of a product or service made through our E-Commerce Website Services is a contract of sale between you and the customer

and that you are the seller of record for all products or services you sell through your online store. For the avoidance of doubt, we are not the seller or merchant and have no responsibility for your online store or the products and services sold to customers through our Services.

- h. You acknowledge that you are solely responsible for the operation of your online store and all materials relating to products and services in your online store. You warrant that your online store, and your materials for the goods and services that you sell through our Services will be true, accurate and complete and will not violate any applicable laws, regulations or rights of third parties.
- i. You acknowledge that you are solely responsible for all descriptions, prices, fees, taxes, calculations, freight charges and any other information relating to the products or services you may sell on your online store.
- j. We at our sole discretion reserve the right to refuse or remove any Materials relating to goods or services that you offer through your online store that violate our Terms and Conditions that can be found at [business.localsearch.com.au/legal](http://business.localsearch.com.au/legal) or any applicable laws.
- k. You acknowledge that you are solely responsible for all transactions that occur between you and your customers in your online store including, but not limited to, authorising a charge to the customer in respect of a customer's purchase, returns, fulfilment of sales or customer service, refunds, fraudulent transactions, required legal disclosures, regulatory compliance, and any alleged or actual violation of any applicable law.
- l. You acknowledge that all payment gateway(s) available on our E-Commerce Website Services are Third-Party Services, and that it is your sole responsibility to activate and maintain these accounts, to de-active these accounts, and that you accept sole responsibility and will be bound by the Terms of Service of these Third-Party payment gateway(s). You acknowledge that these Terms of Service may be amended from time to time.
- m. You acknowledge that we are not responsible and shall not be liable for downtimes, interference in the form of hacking, viruses, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a Third-Party.
- n. You acknowledge that the relationship between you and any Third-Party is strictly between you and that Third Party Service. You agree that we are not liable for any loss or liability however arising for loss of profits, delay, loss or corruption of data, loss or reputation, loss of business, loss of use, loss of business opportunities, loss of anticipated savings, loss of goodwill or for any type of indirect, incidental, consequential or special loss or damage which may be suffered or incurred, or which may arise directly or indirectly in relation to your contractual arrangement with a Third-Party Service.
- o. You indemnify us, our employees, agents and Related Bodies Corporate against all expenses, claims, damages, demands and liabilities (including, but not limited to, all reasonable costs, expenses and lawyer's fees) arising as a result of your use of any Third-Party Services.
- p. You acknowledge that we are not responsible and shall not be liable for downtimes, interference in the form of hacking, viruses, disruptions, interruptions, faulty third-

party software, search engines or websites on which a service is dependent or other deliveries from a Third-Party.

### **3.9. Acknowledgement**

- a. You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your website that has been approved by you.
- b. You acknowledge that HTML5 platform websites cannot be exported or hosted elsewhere.

## **Section 4 – Social Media Marketing Services Specific Terms**

### **4. Social Media Marketing Services**

The following Specific Terms are applicable if the Order Form includes Social Media Marketing Services.

#### **4.1 Definitions**

The following definitions apply in this section 4;

**Subscription Start Date** means the Service Activation Date.

**Social Media Account** means an account created in your name with a Social Media Site;

**Social Media Marketing Services** means any social media marketing services ordered by you in an Order Form or as otherwise requested by you;

**Social Media Page** means a page on a Social Media Site created via a Social Media Account;

**Social Media Site** means one or more of:

- a. Facebook at [www.facebook.com](http://www.facebook.com);
- b. Twitter at [www.twitter.com](http://www.twitter.com);
- c. LinkedIn at [www.linkedin.com](http://www.linkedin.com);
- d. Google+ at [plus.google.com](http://plus.google.com);
- e. Our online directory page at [www.localsearch.com.au](http://www.localsearch.com.au);
- f. YouTube at [www.youtube.com](http://www.youtube.com);
- g. Google Places at [places.google.com](http://places.google.com);
- h. Instagram; or
- i. Pinterest,

as selected by you in the Client Order Form or as agreed from time to time.

## **4.2 Fees**

All Social Media Marketing Services are provided on a per Social Media Account basis. If you require Social Media Marketing Services in relation to another Social Media Account, you must purchase additional Social Media Marketing Services from us.

## **4.3 Services**

We will use reasonable efforts to provide you with the Social Media Marketing Services, including:

- a. setting up Social Media Pages for you on the Social Media Sites as agreed in the Order Form;
- b. setting up your Social Media Account on the Social Media Sites as agreed in the Order Form (if required); and
- c. uploading your Materials onto your Social Media Pages.
- d. advertising services on Social Media Sites.

## **4.4 Information required**

You agree to provide us with all information necessary to enable us to provide you Social Media Marketing Services and warrant that all of Your Materials are true and correct, and belong to you. You acknowledge that any failure to provide such requested information will be detrimental to our ability to provide the Services, and we will not be responsible for any resultant failure in delivering the Services

## **4.5 Appointment as agent**

You appoint us to act as your agent in providing the Social Media Marketing Services, including, but not limited to:

- a. access and utilise the Social Media Sites for the purposes of providing the Social Media Marketing Services;
- b. use Your Materials for the purposes of providing the Social Media Marketing Services;
- c. enter into all applicable Social Media Site terms and conditions you are required to accept and agree to in using and accessing the Social Media Sites on your behalf; and

## **4.6 Password security**

You will at all times keep the Social Media Account and Social Media Page passwords and log-in details secure. You agree to be entirely responsible for when and how the Social Media Account or Social Media Page are used, including use by us in providing the Social Media Marketing Services in accordance with this Agreement.



#### 4.7 Your use of the Service

You agree that:

- a. you are responsible for all content displayed on your Social Media Account and Page, and that we have no connection or responsibility either to you or any third party for any content displayed;
- b. you are solely responsible for your Social Media Account and Page;
- c. your use (and our use on your behalf) of the Social Media Sites is at your own risk;
- d. you have read, understood and agreed to all applicable terms and conditions relevant to the Social Media Sites.

#### 4.8 Acknowledgement

You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your social media account or pages that has been approved by you.

## Section 5 – Google Ads Services Specific Terms

### 5. Google Ads Services

The following Specific Terms are applicable if the Order Form includes Google Ads (PPC) Services.

#### 5.1 Definitions

The following definitions apply in this section 5;

**Campaign** means a digital marketing campaign, the particulars of which are set out on the Order Form; and

**Key Phrases** means the mutually agreed search phrases applicable to the campaign.

**Subscription Start Date** means the Service Activation Date.

#### 5.2 Fees

The Fees for the Google Ads Services are payable on a Campaign basis as set out in the Order Form.

#### 5.3 Campaign

- a. The Campaign will continue for the period set out in the Order Form.
- b. We agree to set up the Campaign in Google Analytics using the Key Phrases as keywords.

- c. You agree to provide all Your Materials as may be necessary for the campaign, such as advertising copy, product listings and video content.

#### **5.4 Your responsibilities for this Service**

You agree to provide and give us:

- a. permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary;
- b. unlimited access to existing website traffic statistics for analysis and tracking purposes such as Google Analytics;
- c. authorization to use your pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary.

#### **5.5 Development Services**

We may assist you with the development of the necessary Client Materials. Any such assistance will be deemed to be Website Development Services under an Order Form.

#### **5.6 Acknowledgement**

- a. You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your Google Ad that has been approved by you.
- b. We shall not be liable for Services relating to Google Ads leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, we shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.

## **Section 6 – Search Engine Optimisation (SEO) Services Specific Terms**

### **6. Search Engine Optimisation Services**

The following Specific Terms are applicable if the Order Form includes Search Engine Optimisation (SEO) Services.

#### **6.1 Definitions**

The following definitions apply in this section 6:

**Subscription Start Date** means the Service Activation Date.

**SEO Services** means Search Engine Optimisation (SEO) services, the particulars of which are set out on the Order Form.

**SEO Services** may include -

- a. Researching Key Phrases to select appropriate, relevant search terms.
- b. Obtaining “back links” from other related websites and directories in order to generate link popularity and traffic.
- c. Editing and/or optimization of text for various html tags, meta data, page titles, and page text as necessary.
- d. Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- e. Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- f. Create traffic and ranking reports for your website and any associated pages showing rankings in the major search engines.

**Key Phrases** means the mutually agreed search phrases applicable to the campaign.

## **6.2 Fees**

The Fees for the Search Engine Optimisation Services are payable on a Campaign basis as set out in the Order Form.

## **6.3 Campaign**

- a. The Campaign will continue for the period set out in the Order Form.
- b. We agree to set up the Campaign in Google Analytics using the Key Phrases as keywords.
- c. You agree to provide all Your Materials as may be necessary for the campaign, such as advertising copy, product listings and video content.

## **6.4 Your responsibilities for this Service**

You agree to provide and give us:

- a. administrative/backend access to the website for analysis of content and structure;
- b. permission to make changes for the purpose of optimization, 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 such as Google Analytics;
- d. your email address for the purposes of requesting links;
- e. authorization to use your Material including pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary for search engine optimization purposes.

## **6.5 Your use of the Service**

You agree that:

- a. you are responsible for all content displayed on your website, and that we have no connection or responsibility either to you or any third party for any content displayed;
- b. you are solely responsible for your website;
- c. our use (and our use on your behalf) of the website is at your own risk;

## **6.6 Acknowledgements**

- a. You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your website.
- b. We shall not be liable for downtimes, interference in the form of hacking, viruses, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a third party. We shall use our reasonable efforts to assist in remedial efforts if so, requested by you.
- c. We shall not be liable for any changes made without notice by you or a third party employed by you to domain names, websites, links, technical setup that affect the Services delivered by us.
- d. We shall use all reasonable endeavours to deliver Services relating to search engine optimisation, links, advertisements, banners, pay per click and analytics and reporting tools, in accordance with the guidelines applicable to the relevant search engines. However, we shall not be liable for delayed or non-conforming performance due to changes made to standard terms, assessment algorithms, search criteria, viewing policy, prices and campaign offers or other matters beyond our control and reserve the right to make changes to Services as a result of the same. In addition, we shall not be liable for other changes or discontinuation of search engines.
- e. We shall not be liable for Services relating to search engine optimisation, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, we shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.
- f. We shall not be responsible for URLs dropped or excluded by a search engine for any reason.
- g. If you do not implement some or all of our recommendations, or you deliberately or inadvertently remove any of our implementation, we shall not bear any liability for any lack of success experienced by the you relating to the Service.
- h. We assume no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
- i. We have no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Your website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

- j. Linking to “bad neighbourhoods” or getting links from “link farms” can seriously damage your SEO efforts. We do not assume liability for your choice to link to or obtain a link from any particular website without prior consultation.

## Section 7 – GMB Optimisation Services Specific Terms

### 7. GMB Optimisation Services

The following Specific Terms are applicable if the Order Form includes GMB Optimisation Services.

#### 7.1 Definitions

The following definitions apply in this section 7:

**GMB Account** means a Google My Business Listing and associated Business Profile created in your name with Google.

**GMB Services** means any GMB Optimisation Services ordered by you in an Order Form or as otherwise requested by you.

**Subscription Start Date** means Contract Effective Date on the Order Form.

#### 7.2 Fees

All GMB Services are provided on a per Campaign basis, for a single GMB Account, as set out in the Order Form. If you require GMB Services in relation to another GMB Account, you must purchase additional GMB Services from us.

#### 7.3 Campaign

- a. The Campaign will continue for the period set out in the Order Form.
- b. You agree to provide all Your Materials as may be necessary for the campaign, such as business information, advertising copy, photos and video content.

#### 7.4 Services

We will use reasonable efforts to provide you with GMB Services as agreed on the order form, these may include:

- a. setting up a GMB Account for you on Google;
- b. managing the content of your GMB Account for you;
- c. uploading your Materials onto your GMB Account;
- d. posting of your Materials on your GMB Account;
- e. optimisation of your GMB account;
- f. assisting with the release of new product features that relate to your GMB account.

## **7.5 Information required**

You agree to provide us with all information necessary to enable us to provide you the GMB Services and warrant that all of Your Materials are true and correct, and belong to you. You acknowledge that any failure to provide such requested information will be detrimental to our ability to provide the Services, and we will not be responsible for any resultant failure in delivering the Services.

## **7.6 Appointment as agent**

You appoint us to act as your agent in providing the GMB Services, including, but not limited to:

- a. Management access to your GMB Account for the purposes of providing the GMB Services;
- b. use Your Materials for the purposes of providing the GMB Services;

## **7.7 Google Services**

You agree that in the provision of the GMB Services to you we will claim and manage your GMB Account. You acknowledge and agree that you are required to enter into all applicable Google Terms and Conditions. Please familiarise yourself with the following resources –

- a. [Guidelines for representing your business on Google](#)
- b. [Posts Content Policy](#)
- c. [Messaging Guidelines](#)
- d. [Policies for Photos, Videos and Reviews](#)
- e. [Third Party Policies](#)
- f. [Google My Business Website Policies](#)

## **7.8 Your responsibilities for this Service**

You agree to provide and give us:

- a. management access to your GMB Account;
- a. permission to make changes to your GMB Account;
- b. unlimited access to existing GMB Account traffic statistics for analysis and tracking purposes;
- c. authorization to use your Material including pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary for to perform the GMB Services.

## **7.9 Your use of the Service**

You agree that:

- a. you are responsible for all content displayed on your GMB Account, and that we have no connection or responsibility either to you or any third party for any content displayed;
- b. you are solely responsible for your GMB Account;
- c. our use (and our use on your behalf) of your GMB Account is at your own risk;

#### **7.10 Acknowledgements**

- a. You agree that we will not be liable for and loss, damage or liability howsoever arising for any mistakes, errors or omissions that appear on your GMB Account.
- b. We shall not be liable for downtimes, interference in the form of hacking, viruses, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a third party. We shall use our reasonable efforts to assist in remedial efforts if so, requested by you.
- c. We shall not be liable for any changes made without notice by you or a third party employed by you to your GMB account that affect the Services delivered by us.
- d. We shall not be liable for any GMB account related suspensions or cancellations by Google that may affect the Services delivered by us.
- e. We shall use all reasonable endeavours to deliver GMB Services in accordance with the applicable Google guidelines. However, we shall not be liable for delayed or non-conforming performance due to changes made to standard terms, assessment algorithms, search criteria, viewing policy, prices and campaign offers or other matters beyond our control and reserve the right to make changes to Services as a result of the same. In addition, we shall not be liable for other changes or discontinuation of search engines.
- f. We shall not be liable for GMB Services leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, we shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.
- g. If you do not implement some or all of our recommendations, or you deliberately or inadvertently remove any of our implementation, we shall not bear any liability for any lack of success experienced by the you relating to the Service.
- h. We have no control, accept no responsibility, and shall not be liable for the policies of Google with respect to the type of content that they accept now or in the future. Your GMB Account may be suspended or excluded from Google at any time at the sole discretion of them.