

GENERAL TERMS

Between

Kala Marketing Pty Ltd (ACN 163 114 412) (**Tradie Digital**) of 45 St Georges Terrace Perth WA 6000 ("**Tradie Digital**"); and

Client.

Background

Tradie Digital provides the services set out in the Schedule. The Client engages Tradie Digital to provide the Services.

1. Definitions

In this Contract, unless otherwise specified:

Client means a party that engages Tradie Digital to provide the Services.

Contract means these terms and conditions and the Schedules.

Day means calendar days.

Details means the details page of this Contract which sets out which Services the Client is purchasing and the fees payable for each Service.

Fees means the amount of fees payable for the Services.

Force Majeure means an act, omission or circumstance which is caused or in any manner arises or results from:

- (a) acts of God;
- (b) fire, flood, inclement weather, storm, earthquake, explosion or accident;
- (c) hostile or warlike action in time of peace or war;
- (d) strikes, industrial action, insurrection, rebellion, revolution, civil war, sabotage, civil disobedience, embargo, usurped power or action taken by government authority in hindering, combating or defending against such occurrence;
- (f) an action in compliance with any act, regulation, ordinance, by-law or permit, or with any lawful direction, order or request of any responsible authority or court; or
- (g) any other cause whatsoever reasonably beyond the control of the defaulting Party.

GST means a goods and services tax or similar value added tax imposed in relation to a supply (or deemed supply) of any goods, property, service or any other thing.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights (or **IPRs**) means copyrights (including all neighbouring rights), patents, designs, trade marks and similar industrial,

commercial and intellectual property (including trade secrets and know-how).

Party means either Tradie Digital or the Client and a reference to Parties means both of them.

Promotional Purposes means the Tradie Digital promoting its business by way of its website, its Facebook and LinkedIn pages, email marketing campaigns and by way of other print and online means.

Schedules means the schedules to this Contract.

Services means the services specified in the Schedules to be performed by Tradie Digital under this Contract.

Tax includes:

- (a) any tax, withholding tax, charge, rate, duty (including stamp duty and customs duty), impost, excise, tax by whatever name called and whether Australian, foreign, state, municipal, provincial, county or local (including GST unless the context requires otherwise); and
- (b) any interest, charge, penalty, fee, fine or other amount of any kind assessed, charged or imposed on or in respect of the above.

Tax Invoice has the same meaning as in the GST Act, or where the GST Act does not apply to this Contract, means an invoice for Services rendered.

2. Scope and Acceptance of Contract

The Client engages Tradie Digital to provide the Services in accordance with this Contract. The Client accepts the terms and conditions of this Contract by engaging Tradie Digital to provide Services.

3. Deposit

- (a) Tradie Digital may ask for a deposit of prior to commencing the Services. Tradie Digital reserve the right not to commence providing the Services until the deposit has been paid in full.
- (b) Tradie Digital may ask for another payment instalment 4 weeks after receiving the initial deposit.
- (c) The balance of the fees are payable when the Services are completed to the Client's reasonable satisfaction, or 8 weeks has elapsed from the Service commencement date, whichever occurs sooner.

4. Fees and payment

- (a) The Client will pay Tradie Digital the Fees in accordance with the Tradie Digital quote or proposal.
- (b) Payment for Fees is to be made by direct debit, electronic funds transfer, credit card payment or by Paypal.

- (c) If any payment due is not received by the due date, the Client authorises Tradie Digital to charge the Client the payment amount owed using the credit card account details provided by the Client upon ordering Services or registration.
- (d) Tradie Digital is entitled to recover (on a full indemnity basis) any costs, fees and charges (including legal costs) incurred by Tradie Digital in attempting to recover any amounts owing by the Client to Tradie Digital.
- (e) Without limitation to the above, Tradie Digital may charge the Client an administration fee of the lower of, \$33.00, or the amount Tradie Digital's bank charges Tradie Digital, for any dishonoured cheques.
- (f) The Client acknowledges that should Tradie Digital not receive any renewal payment prior to the date of expiry, Tradie Digital reserve the right to suspend Services immediately without notice.
- (g) Tradie Digital may provide a 30 Day grace period whereby Tradie Digital will hold the Client's information and data on Tradie Digital's servers. Should this period expire without payment Tradie Digital reserves the right to purge all Client data.
- (h) Where the Client terminates the Services within the first 60 Days the Client will not be entitled to a refund of any Fees paid.
- (i) Any out of scope work will be charged at the rate of either the amount specified in the Tradie Digital quote or proposal or \$120 per hour +GST, whichever is higher.
- (j) Tradie Digital uses a third party payment processor for its direct debit billing and as such Tradie Digital is not liable for any overdrawn fees, or similar bank fees, that the Client may become liable to pay if the Client's account has insufficient funds in it when payment is processed.
- (k) You agree that Tradie Digital is under no obligation to refund any underspend amounts that may arise from Tradie Digital providing the Services.

5. Approved of Services

On completion of the Services:

- (a) the Client will be notified and have the opportunity to review the Services;
- (b) the Client must notify Tradie Digital in writing of any unsatisfactory issues with the Services, within 14 Days of such notification;
- (c) if Tradie Digital does not receive a list of issues in relation to the Services within 14 Days then the Services are deemed to have been accepted and approved by the Client;
- (d) once approved, or deemed approved, Services cannot subsequently be rejected; and
- (e) upon acceptance or deemed acceptance, the Services will be deemed complete and all fees are due and payable.

6. Rejection of Services

If the Client rejects any of the Services within the 14 Day review period, Tradie Digital will provide reasonable additional services to rectify the issues. If the Client does not approve the rectification services performed by Tradie Digital, and Tradie Digital, acting reasonably, considers that the Client has been unreasonable in rejecting the Services or rectification services, Tradie Digital can terminate this Contract.

7. GST and withholding tax

The Fees exclude GST for supplies made under this Contract that are taxable supplies within the meaning of the GST Act.

8. Relationship

It is understood and agreed that each of the Parties is an independent contractor and the relationship is not one of a partnership or joint venture. Neither Party is, nor will be considered to be, an agent, employee or representative of the other.

9. Client's obligations

In consideration of Tradie Digital providing the Services under this Contract, the Client must:

- (a) pay to Tradie Digital the Fees at times and in amounts specified in this Contract;
- (b) abide by the Acceptable Use Policy at all times;
- (c) if required, provide Tradie Digital with appropriate access to the Site, access to any 3rd party personnel or access to other locations necessary to enable the Services to be performed; and
- (d) comply with all obligations contained in this Contract.

10. Performance standards for Services

Tradie Digital will perform the Services:

- (a) with a professional degree of care, skill and diligence;
- (b) in accordance with the reasonable directions of the Client.

11. Intellectual property

Any Intellectual Property Rights generated in provision of the Services vests with Tradie Digital upon creation. Tradie Digital grants the Client a licence to use such Intellectual Property Rights for the sole purpose of benefiting from the Services. This licence is granted on a revocable, non-exclusive, non-transferable, royalty-free basis and does not allow any further distribution or exploitation by the Client unless Tradie Digital agrees otherwise in writing.

12. Limitation of Liability

Tradie Digital's total liability to the Client for breach of any condition, warranty or term or any other express or implied provision of this Contract will be reduced to the extent that the Client has caused or

contributed to the loss, damage or liability provided that Tradie Digital's total liability to the Client for breach of any condition, warranty or term or any other express or implied provision of this Contract is limited to, at Tradie Digital's option, either:

- (a) supplying the Services again; or
- (b) the cost of supplying the Services again.

13. Indemnity

The Client indemnifies Tradie Digital against all loss (including indirect or consequential loss), liability or expense arising out of or in connection with any action or claim arising from:

- (a) provision of the Services;
- (b) failure to provide the Services;
- (c) alleged infringement of Intellectual Property Rights by the Client;
- (d) loss suffered by the Client due to incorrect information (such as but not limited to incorrect information in online forms, on the Client's websites) or information that does not reach the Client (such as data in an online form or an email) that does not reach the Client;
- (e) any negligence of the Client;
- (f) any act or omission of the Client;
- (g) any act Tradie Digital takes on or after termination of this Contract in relation to Client data; and
- (h) breach of contract.

The above indemnity will be reduced to the extent that Tradie Digital contributed to the loss, liability or expense.

14. Suspension and cancellation

Tradie Digital reserve the right to suspend all, or part of, the Services if:

- (a) the Client has any outstanding invoice or account;
- (b) the Client has breached, or is about to breach, Tradie Digital's Acceptable Use Policy;
- (c) the Client's account is in dispute or dispute resolutions procedure, court order, judgement, findings or determination; or
- (d) the Client fails to comply with any provision in this Contract.

15. Termination

- (a) Either Party may terminate this Contract by providing written notice of not less than 30 Days to the other.
- (b) If Tradie Digital terminates this Contract, then all fees payable under the Contract up to the date of termination are due and payable by the Client;
- (c) In the event the Client terminates this Contract due to a breach of this Contract by Tradie Digital, Tradie Digital will refund any amount that has been pre-paid, subject to Tradie Digital being paid for all Services undertaken up to an including the date of termination.

- (c) In the event of termination Tradie Digital may terminate any licence granted to the Client under this Contract and delete or archive all of the Client's data.

16. Acceptable Use Policy - General

It is the Client's responsibility at all times to:

- (a) use the Services in a manner which does not violate any applicable laws or regulations;
- (b) respect the conventions of the newsgroups, lists and networks that the Clients may use;
- (c) respect the legal protection afforded by copyright, trademarks, license rights and other laws to materials provided by Tradie Digital;
- (d) respect the privacy of others;
- (e) use the Services in a manner which does not interfere with or disrupt other network users, services or equipment;
- (f) refrain from acts that waste resources or prevent other users from receiving the full benefit of the Services; and
- (g) ensure the Client's use of the Services remains ethical and in accordance with accepted community standards.

Acceptable Use Policy - Client Use

17. The Client must not use the Services to:

- (a) violate copyright or other intellectual property rights;
- (b) illegally store, use or distribute software;
- (c) transmit threatening, obscene or offensive materials;
- (d) engage in electronic 'stalking';
- (e) engage in any forms of harassment such as using abusive or aggressive language;
- (f) misrepresent or defame others;
- (g) commit fraud;
- (h) gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;
- (i) damage, modify or destroy the files, data, passwords, devices or resources of Tradie Digital, other users or third parties;
- (j) engage in misleading or deceptive on-line marketing practices;
- (k) conduct any business or activity or solicit the performance of any activity that is prohibited by law;
- (l) make an unauthorised transmission of confidential information or material protected by trade secrets;
- (m) "spam" or engage in "spamming" activities;
- (n) engage in obscene practices, such as but not limited to advertising, transmitting, storing, posting, displaying or otherwise making available; child pornography, offensive sexual content or materials or any other obscene material;
- (o) post or transmit defamatory, harassing, abusive or threatening language;

- (p) create, distribute or provide information/data regarding internet viruses, worms, Trojan horses, ping, flooding, mail-bombing or denial of service attacks;
- (q) facilitating a violation of this Acceptable Use Policy
- (r) perform any other action through utilization of any service which Tradie Digital deems unsatisfactory, acting reasonably; and
- (s) attempt to do any of the above.

18. Confidential Information

The Client agrees that Tradie Digital retains ownership of any confidential information that Tradie Digital has created for a Client in order to provide the Services (such as, but not limited to, marketing campaigns using Google Adwords). The Client agrees that Tradie Digital may choose to never disclose this information to the Client and the Client expressly agrees that the Client has no right or entitlement to see or have this confidential information disclosed to the Client.

19. Forced Disclosure

The Client agrees that Tradie Digital may at Tradie Digital's discretion and by order of any law enforcement agency disclose information relating to the Client's account and use of the Services.

20. Force majeure

Tradie Digital will not be liable for any loss, damage, expense or charge of any kind for failure to perform the Services due to a Force Majeure event. Where a Force Majeure event prevents Tradie Digital from performing its obligations under this Contract it will advise the Client in writing and on receipt of that notice Tradie Digital will be excused from such performance or observance to the extent of the relevant prevention, restriction or effect.

21. Miscellaneous provisions

- (a) **Inconsistency:** if there are any inconsistencies between the General Terms and any terms in the Schedules, then the term in the Schedule overrides the General Terms.
- (b) **Notices:** The address of each Party as referred to in this Contract will be the address of that Party for service of notices or other communications under this Contract.
- (c) **Subcontracting:** Tradie Digital may subcontract or delegate its obligations and responsibilities under this Contract, provided that it will not be relieved of its obligations under this Contract.
- (d) **Governing Law:** This Contract is governed by the laws of the State of Western Australia,

Australia and Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

- (e) **Variation:** The Parties may vary this Contract, including the scope of Services or an extension of the Term, at any time by written Contract between them.
- (f) **Entire Contract:** This Contract contains everything the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier Contract, or anything said or done by another party before this Contract was executed, except as permitted by law.
- (g) **Execution of separate documents:** This Contract is properly executed if each Party executes either this Contract or an identical document. In the latter case, this Contract takes effect when Tradie Digital notifies the Client that it has signed the Contract.
- (h) **Waiver:** The failure of either Party to insist upon strict performance of any of the provisions contained in this Contract will not constitute a waiver of its rights under this Contract.
- (i) **Survival:** All clauses in this Contract relating to payment, IPRs, non-exclusivity and waiver survive the termination or expiry of this Contract.
- (j) **Dispute Resolution:** In the event of any dispute or difference arising between the Parties, the Parties agree that the Parties will use all reasonable endeavours to resolve the differences or dispute between themselves without resort to litigation. The Parties will continue to perform their respective obligations under this Contract pending resolution of a dispute.
- (k) **Severability** If any provision of this Contract is held invalid, unenforceable or illegal for any reason, that provision will be deleted and the remaining provisions of the Contract will remain in full force.

Schedule 1 – Pay Per Click Services

Tradie Digital provides **pay per click services** on the following terms and conditions:

Service Provider

1. Client agrees that Tradie Digital is working solely as a service provider on the Client's behalf to manage the Client's pay per click marketing campaigns.

Minimum Term

2. The minimum period of Tradie Digital's Pay Per Click service is 4 months.

Pay Per Click Services

3. The terms and conditions below apply to all pay per click (**PPC**), cost per acquisition (**CPA**), and cost per thousand impressions (**CPM**), display advertising, banner advertising, video advertising, and all other auction or bid forms of advertising on third party ad services. Third party ad services include but are not limited to Google AdWords, Yahoo Search Marketing, Microsoft adCenter, Facebook, YouTube and eBay (**Third Party Ad Services**).
4. The Client understands and agrees that data made available via the Services is dependent upon third party providers, and is subject to errors in creation, transmission, data loss, time delay and other factors beyond Tradie Digital's control.
5. The Client understands and agrees that any changes made by Third Party Ad Services to third party advertising metrics including bid amounts, may impact ad spend, click-through-ratio and all advertising metrics. The Client agrees that Tradie Digital is not liable for any loss of revenue or changes in conversion rates due to changes by Third Party Ad Services. The Client is ultimately responsible for monitoring all third party accounts to ensure their ads are profitable.
6. Tradie Digital is solely a consultant and provides any such data accessed from a third party system for the Client's convenience only, and does not make any representation or warranty as to its accuracy or timeliness. Any recommendations, projections, forecasts, extrapolations, suggestions, or other

summaries provided by Tradie Digital, whether forward or backward looking or based upon current circumstances are nothing more than the opinion of Tradie Digital based upon the best information available to Tradie Digital at the time Tradie Digital was able to access the information from the third party provider and based upon the time at which such data was transmitted to Tradie Digital (which may not be current at the time the Client views it). The Client agrees not to rely on such opinions in making any advertising management decisions without first verifying the accuracy to the Client's satisfaction.

Pay Per Click Fees

7. The Client will notify Tradie Digital of its monthly PPC budget. Tradie Digital will adhere to the Client's monthly PPC budget when running PPC campaigns on behalf of the Client.
8. The Client will be charged a management fee which is 30% of the Client's PPC budget, or a higher percentage amount if a higher amount is specified in Tradie Digital's proposal or quote.
9. The Client will be charged 1 month in advance for the Services. The fees will be based on the Client's anticipated PPC budget.

Remarketing

10. The Client will notify Tradie Digital of its monthly CPM budget. Tradie Digital will adhere to the Client's monthly CPM budget when running CPM campaigns on behalf of the Client.
11. CPM costs \$20 (exclusive of GST) per thousand impressions.
12. The Client will be charged a management fee which is 30% of the Client's CPM budget, or a higher percentage amount if a higher amount is specified in Tradie Digital's proposal or quote.
13. The Client will be charged 1 month in advance

for the Services. The fees will be based on the Client's anticipated CPM budget.

Client Responsibilities

14. The Client is responsible for:
 - (a) ad targeting options and keywords and all ad content, ad information, and ad URLs, whether generated by or for the Client; and
 - (b) web sites, services and landing pages which links or directs viewers to, and advertised services and products.
15. The Client understands that Tradie Digital is not responsible and has no liability for any modifications made by the Client or anyone else on behalf of the Client, to the ads, keywords, and content, URLs, account settings, CPC or any other ad metrics in the Client's third party accounts.

Tradie Digital Fees – Credit Card

16. The Client will be required to provide Tradie Digital with a valid credit card or approved purchase order together with approved credit authorization and payment terms as a condition for obtaining the Services.
17. The Client agrees to provide Tradie Digital with complete and accurate billing and contact information and to keep such information updated. The Client agrees that this Contract and the Client's User Account data can be used as the Client's express permission to charge the Client's credit card for the Fees as may be accrued through the Client's use of the Services.
18. The Client agree to immediately notify Tradie Digital if the Client's credit card account becomes unavailable for any reason and the Client understand that if Tradie Digital is not able to charge the Client's credit card due a fault, act or omission of the Client, then Tradie Digital is not liable for Service interruptions that may affect the Client's ad metrics and could lead to loss of profit.

19. If the Client believes that the Client is not responsible for any of the Fees in the Client's credit card statement, or the Client's account is otherwise incorrect, the Client must contact Tradie Digital in writing within fifteen (15) Days of the statement date. The Client agrees that all payments made are non-refundable.

Third Party Pay Per Click Fees

20. The Client will pay all Third Party advertising services directly using the Client's advertising account for each Third Party Ad Service. The Client acknowledge that Tradie Digital is in no way responsible for any charges incurred under the Client's advertising accounts (including but not limited to Google) and the Client agrees to indemnify and hold harmless Tradie Digital from all such charges, and not to make any statement or claim against Tradie Digital for those Third Party Ad Servicefees.

No Guarantee

21. The Client acknowledges and agrees that the availability of Tradie Digital, as well as any Third Party Ad Service provider (including but not limited to Google AdWords and Microsoft adCenter) and the terms upon which all of the foregoing are available are continually under experimentation and development and may have discrepancies.
22. The Client acknowledges and agrees that Tradie Digital does not guarantee that the Client's ads will be displayed on the first page of any of the Third Party Ad Service provider, and the Client hereby waives and agrees not to make any claim under contract law, or any other legal theory, against Tradie Digital or the Third Party Ad Service providers the Client access. The Client acknowledges and agrees that Tradie Digital does not represent or warrant, and specifically disclaims, that the Services or any Third Party Ad Service provider data or data in the Client's user account or the Client's client advertising account will be available without interruption or without bugs.

Schedule 2 – SEO Services

Tradie Digital will provide the Client with search engine optimization services (**SEO**) on the following terms and conditions:

Overview

1. Tradie Digital will use specific keywords and/or phrases to improve the search engine ranking of the Client's website.
2. Tradie Digital's SEO services are intended to serve two main purposes:
 - (a) to provide the Client with increased exposure in search engine search results; and
 - (b) to drive targeted online traffic to the Client's site.

Minimum Term

3. The minimum period of Tradie Digital's SEO service is 6 months.

Services

4. Tradie Digital's SEO Services will include (but are not limited to):
 - (a) researching keywords and 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 optimal SEO results;
 - (e) recommend, as required, additional web pages or content for the purpose of "catching" keyword/phrase searches; and
 - (f) create traffic and ranking reports for the client and any associated pages showing rankings in the major search engines.
5. So that Tradie Digital can provide SEO services, Client agrees to provide the following:
 - (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., the Client's web designer, if necessary;

- (c) unlimited access to existing website traffic statistics for analysis and tracking purposes;
- (d) a client email address for the purposes of requesting links;
- (e) authorization to use client pictures, logos, trademarks for the purposes of providing the SEO services;
- (f) web site images, pamphlets, content, etc., as deemed reasonably necessary by Tradie Digital for search engine optimization purposes; and
- (g) if the Client's site is lacking in textual content, the Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages.

Fees and SEO Acknowledgement

6. All fees must be paid in full, on a monthly basis, prior to the start of campaign.
7. The Client acknowledges and agrees with the following in respect to SEO services:
 - (a) all fees are non-refundable;
 - (b) all fees, services, documents, recommendations, and reports are confidential;
 - (c) Tradie Digital has 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, therefore the Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory;
 - (d) due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Tradie Digital does not and cannot guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term;
 - (e) occasionally, search engines will drop listings for no apparent or predictable reason, this is not Tradie Digital's

- problem or fault and Tradie Digital assumes no liability if this occurs;
- (f) some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees; and
 - (g) linking to “bad neighbourhoods” or getting links from “link farms” can seriously damage all SEO efforts. Tradie Digital does not assume liability for the Client’s choice to link to, or obtain a link from, any particular website.
8. Tradie Digital is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client’s website.
9. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Tradie Digital for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and indemnifies Tradie Digital and its subcontractors, from all loss Tradie Digital or its subcontractors may incur, from any liability or suit arising from the use of such elements.
10. Tradie Digital is not responsible for the Client overwriting SEO Services to the Client’s site. (e.g., Client/webmaster uploading over Services already provided/optimized). The Client will be charged an additional fee for re•constructing content.

Schedule 3 – Hosting Services

Tradie Digital will provide the Client with website hosting services (**Hosting**) on the following terms and conditions:

Account Activation

1. It is the Client's responsibility to ensure that any applied hosting package application is completed and activated ready for full use.
2. Quoted times for account activation are estimates and Tradie Digital does not guarantee or imply activation within the quoted time frame. Tradie Digital may delay or refuse activation if:
 - (a) payment is not cleared or received in full;
 - (b) Tradie Digital believes the order, information or payment is fraudulent;
 - (c) the Client has any funds outstanding with relation to any other account;
 - (d) the domain name quoted does not exist, is in a non-usable state (e.g. pending renew) or proposed to be used in a way that voids Tradie Digital's Acceptable Use policy;
 - (e) there is any other reason which Tradie Digital deems relevant or appropriate, acting reasonably, to delay activation.
3. Tradie Digital may send notification of hosting activation however:
 - (a) the Client's contact details must be correct and up to date; and
 - (b) the Client must ensure the hosting is fully functional.
4. The Client releases Tradie Digital from all loss or liability arising from failed hosting activation due to circumstances beyond Tradie Digital's reasonable control.

Tradie Digital Hosting Obligations

5. Tradie Digital will endeavour to maintain network stability and satisfactory service levels, however:
 - (a) Tradie Digital may from time to time perform routine maintenance, service

and upgrades. Tradie Digital will undertake those activities at the times most likely to cause minimal disruption to the Client's website;

- (b) Tradie Digital may experience outages beyond Tradie Digital's control due to a Force Majeure event. The Client agrees that Tradie Digital is not responsible for such outages; and
- (c) Tradie Digital may provide notification of outages whether planned or unplanned.

Client Indemnity

6. The Client indemnifies Tradie Digital from any claim or potential claim in relation to website or email outages and any loss of business/service suffered by the Client from not being able to use or access its website or send and receive emails, or any third party not being able to use or access the Client's website or send emails to, and receive emails from, the Client.

Client Agrees Not To

7. The Client agrees not to attempt any of the following:
 - (a) use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, scripts, FTP, PHP, HTTP, Mail, etc;
 - (b) run any type of interactive real time chat applications that require server resources. Remotely hosted services are allowed;
 - (c) run stand-alone, unattended server side processes at any point in time on the server. This includes any and all daemons;
 - (d) run any software that interfaces with an Internet Relay Chat network;
 - (e) run any gaming servers/services; and
 - (f) any activity which causes the server to crash / restart.

Schedule 4 – Website Design and Development Services

Tradie Digital will provide the Client with **Website Design and Development Services** on the following terms and conditions:

Supply Of Materials

1. The Client must supply all materials and information required by Tradie Digital to complete the Services in accordance with any agreed specification dates. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to Tradie Digital which leads to a delay in the completion of Services, Tradie Digital have the right to extend any previously agreed deadlines by a reasonable amount.
2. Where the Client fail to supply materials, and that prevents the progress of the Services, Tradie Digital has the right to invoice the Client for any part or parts of the Services already completed.

Variations

3. Tradie Digital is pleased to offer the Client the opportunity to make revisions to the design. However, Tradie Digital limits the number of design proposals to a reasonable amount and may charge for additional designs if the Client makes a change to the original design specification.
4. Once the design has been signed off, and Tradie Digital commences the website development phase, only minimal changes can be accept without additional charges. Tradie Digital code all Tradie Digital's sites for responsive design and for multiple browsers which means even the small design changes, can be significant coding hours.
5. Any major deviation from the specification will be charged at the rate of either the amount specified in the Tradie Digital quote or proposal or \$120 per hour +GST, whichever is higher.

Proposal Provisions And Client Obligations

6. Any Services and rates supplied are limited to what is specifically set forth in the proposal and based on a set number of hours. Any additional Services will require an agreed quote on additional hours. Tradie Digital reserve the right to adjust Tradie Digital's

hourly rates at any time on reasonable notice to the Client. If the Client does not wish to pay higher rates the Client is free to terminate the Contract, but must pay Tradie Digital all fees owing for Services provided up to and including the date of termination.

7. Changes and additions outside the scope of the Service will be quoted and invoiced. The Client will be advised on all costs, changes and additions before commencement of the additional Services. Expenses are itemised on each invoice.
8. Any time frames or estimates that Tradie Digital give are contingent upon the Client's full and timely co-operation particularly in relation to conducting reviews or acceptance of the supplied Services in a timely manner.
9. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from the Client's side and be made available on a daily basis in order to expedite the review, acceptance or feedback process.
10. Tradie Digital will only provide the client 4 rounds of design changes of the website for the Fees. Any additional design changes are to be paid for by the Client (see clause 5).

Acceptance Of Website

11. Once the project has been completed, as determined by Kala Marketing acting reasonably, Tradie Digital will notify the Client in writing, and provide the Client with an opportunity to access the website. If the Client determines that the website does not comply with the Services agreed to in the proposal, Tradie Digital agrees to;
 - (a) perform the corrections of errors free of charge to the website Tradie Digital has developed. Tradie Digital is not responsible for errors on third party software;
 - (b) Tradie Digital will carry out simple aesthetic changes, modifications to meet the Client's reasonable requirements; but note
 - (c) these simple aesthetic changes do not include development of new functionality of the website; and

- (d) any significant changes will require the payment of additional fees to complete the requirements. In which case Tradie Digital will provide a quote for the additional services requested prior to commencing delivery of the additional services.

Warranty By You As To Ownership Of Intellectual Property Rights

12. The Client must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that the Client supply to Tradie Digital to include in the Client's website or web applications.
13. The Client warrants that Tradie Digital's use of all copy, graphic images, registered company logos, names and trademarks will not infringe the intellectual property rights of any third party.

Search Engines

14. Tradie Digital does not guarantee any specific position in search engine results for the Client's website. Tradie Digital performs basic search engine optimisation according to current best practice.

Subcontracting

15. Tradie Digital builds most of Tradie Digital's websites with Tradie Digital's current retained staff. Tradie Digital does however reserve the right to subcontract any services that Tradie Digital has agreed to perform for the Client as Tradie Digital sees fit. Tradie Digital will not share any confidential data or logins with subcontractors aside from the website login. Where Tradie Digital subcontracts any services Tradie Digital will remain liable to perform the Services under this Contract.

Additional Expenses

16. The Client agree to reimburse Tradie Digital for any requested expenses which do not form part of Tradie Digital's proposal including but not limited to the purchase of website templates, other templates (if any) third party software, stock photographs, fonts, domain name registration, web hosting or expense reasonably required to conduct the Services.

Backups

17. The Client is responsible for maintaining the

Client's own backups of the Client's website and Tradie Digital will not be liable for restoring any Client data or the Client's website except to the extent that such data loss arises out of a negligent act or omission of Tradie Digital.

Ownership Of Domain Names And Web Hosting

18. Tradie Digital will supply to the Client account credentials for domain name registration that Tradie Digital purchased on the Client's behalf when the Client reimburses Tradie Digital for any expenses that Tradie Digital has incurred. Once Tradie Digital has been paid the Client will have full ownership of the Client's domain and the Client will be free to move the Client's domain name. The Client is aware that failure to pay the Client's domain renewal, may result in the cancellation of the Client's domain name, and this obligation to renew the domain name rests with the Client.

19. Tradie Digital hosts Tradie Digital's websites with reputable hosting companies. Tradie Digital will supply the details of the hosting in Tradie Digital's brief to the Client. For all WP Engine Hosted Sites, the Client will not have administration access to the SQL database for security reasons. If the Client no longer requires Tradie Digital's services for hosting, Tradie Digital will supply the Client with FTP or SFTP details for the Client to download a copy of the Client's theme files. The Client will also be able to export all the Client's wordpress files via the dashboard. Tradie Digital does not provide access to the plugins, core WordPress Files or the SQL database. These are the property of Tradie Digital and cannot be exported by a client.

Cross Browser Compatibility

20. By using current versions of well supported content management systems such as "WordPress", Tradie Digital endeavours to ensure that the websites Tradie Digital creates are compatible with all current modern web browsers such as the most recent versions of Edge, Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate Tradie Digital will substitute alternative extensions or implement other solutions, on a best effort basis, where any

incompatibilities are found.

Licensing

21. Once the Client has paid Tradie Digital in full for Tradie Digital's Services, Tradie Digital grants the Client a perpetual (for the life of the website) royalty free license to use the website and the website contents.

22. Lead Increase Guarantee

Tradie Digital is so confident with its experience in conducting online marketing campaigns and undertaking website design and structure and assisting with website copywriting that Tradie Digital makes the following guarantee:

If you engage us to undertake online ad campaigns for you we guarantee that you will see an increase in the volume of leads generated by your website compared to the volume of leads generated prior to our involvement*.

If you don't see an increase in the volume leads after engaging our services, then we will refund 100% of the profit we generated in running the ad campaigns for you.

*Our guarantee is subject to the following 2 conditions:

1. That there is an ability to conduct a fair and equitable comparison between your website's performance before and after we have provided our services; and
2. If the outcome of our services is being compared to outcomes provided by a third party then our guarantee does not apply if that third party engaged in any unethical methods of increasing your website's lead generation performance.

