SKY MEDIA

Sky Media Limited
Terms of Business

GET IN TOUCH

Phone: 0800 113 772
Email: info@skymedia.nz
Website: www.skymedia.nz

Our Terms and Conditions are set out in 3 key sections:

A. Some key important Preliminary Terms;

B. Our General Terms – these apply to all of our Services (see clauses 4 onwards below).

C. Our Service Specific Terms – these apply only to the Specific Services you purchase in addition to the Base Service (see Part C below).

A. Preliminary Terms

By registering with us, or otherwise using any of our Services or our Website, you acknowledge and accept that:

1. You have read and understood these Terms and have the authority to accept them as (or on behalf of) you, our customer;

2. You will be purchasing our **Services solely for your business purposes**, as that is what our Services are intended for. In addition, you acknowledge that:

    a. If you are an end purchaser of goods or services promoted by Sky Media customers via our Services, then the supply concerned is made directly and solely from the Sky Media customer concerned and not from Sky Media; and

    b. Sky Media does not supply financial products or related financial advisory services, and our Services are strictly limited to the scope of our **Digital Products** and related **Marketing Services** as described in these Terms and Conditions.

3. Any **Personal Information** you supply to us will be governed by our Privacy Policy.

4. **Commencement:** These Terms and Conditions apply from the date you

register to use any of our Services, or our Website, until the date these Terms and Conditions terminate under clauses 5 to 12 below.

5. Your term and cancellation:

   a. If the Client has purchased services from Sky Media, including but not limited to: Sky Media Google Ads, Sky Media Google Display, Sky Media, Sky Media Facebook Ads, Sky Media SEO services, or Website Hosting on any term agreement and the Client wishes to suspend the Sky Media services. In accordance with this agreement, **Sky Media requires written notification at least 30 days before your agreement is due to finish that the Client does not want to continue the agreement.** If Sky Media cannot reach the Client and the Client has failed to notify Sky Media, then your service/campaign and agreement will continue under the same package, plan and term.

   Hosting Term & Renewal: All websites designed and built by us include an initial minimum hosting commitment of 36 months. Following the initial 36-month period, hosting agreements automatically renew on a year-to-year basis.

   Hosting Cancellation: Written notice of cancellation must be provided at least 30 days prior to the end of the initial 36-month term or any subsequent annual renewal period.

   b. The **client may cancel the verbal agreement over the telephone or via email within 24 hours of confirming the agreement over the telephone.** If Sky Media does not receive a verbal or email confirmation of cancellation within 24 hours of the initial verbal agreement, the Client is fully bound to the Terms and payment plan of the contract.

   c. If the Client wishes to terminate the verbal agreement **after the 24-hour cancellation period, the Client is subject to paying Sky Media a 60% termination fee** that would apply from the termination date through to the initial completion date agreed upon by telephone.

Agent: By using the Sky Media services, products and/or the Sky Media Website you are requesting Sky Media to act as your agent to perform a range of tasks including but not limited to research, analysis, design, creative, media placement, managing, postings, reporting and updating listings etc. These tasks/ services may include using a range of third-party sources.

Invoice / Service Change Requests: Following your acceptance of an Invoice, you may **upgrade or adjust one or more Services** contained in that Invoice but only at the sole discretion of Sky Media. If Sky Media agrees to that change at that time,

Sky Media may issue a new Invoice, which once accepted by the Client shall be applied. Variations which decrease the amount previously agreed by you in an Invoice will take effect **30 calendar days following the date of your next monthly Invoice.**

Termination for Non-Payment of Fees or Breach: If either party is in material breach of this agreement at any time (the "breaching party"), then the other party (the "other party") may give notice to the breaching party setting out the details of the alleged material breach and requiring the breaching party to **remedy the breach within 14 (fourteen) days.** If the breaching party fails to remedy that breach within that period then the other party may promptly **terminate this agreement by sending written notice via email** of termination to the breaching party.

Non-payment of any fee due by you, the Client to Sky Media will be deemed "material". In the event that the Client fails to pay any fees in accordance with this Agreement or is otherwise in breach Sky Media may, without prejudice to any other rights and remedies, **suspend all Services until all outstanding fees are paid** or the breach is remedied. Where any fees payable pursuant to the terms of this Agreement are **unpaid for a period of one month or any other breach remains unremedied for more than 14 days, this Agreement may be terminated** by Sky Media forthwith by giving written notice via email to the Client.

9. **Suspension by us:** We may suspend the provision of any Services to you promptly at any time if we have reasonable grounds to suspect that a breach of this agreement has occurred or is likely to occur. This Agreement may be terminated by Sky Media forthwith by giving written notice via email to the Client. This clause does not limit our other rights under this agreement, including as stated in clause 23.

10. **Liquidation:** If either party goes into liquidation, then the other party may immediately, at any time thereupon, terminate this agreement by sending written notice of termination to the party in liquidation.

11. **After termination:** If this Agreement terminates for any reason:

a. we will cease performing any further Services for you;

b. **each party will retain the rights and obligations** it had under this Agreement as at termination, including your obligation to pay us all current and future amounts due under all Invoices for the remainder of the Term that would have applied under clause 22 below; except in the case of a material breach, which will follow the process set out in clause 9 above. In this situation, all current spend and spend during the remedy and written notice period will be payable.

c. we will be entitled to **retain possession of all of Your Content** (and you may not have access to any of it) until you have paid us in full, provided that this restriction does not apply to any Personal Information under our Privacy Policy;

d. you must immediately **cease using our Digital Products, and we may immediately terminate your access** to those;

e. your Sky Media **Account will be 'frozen' or suspended** from further use unless and **until a renewed agreement** between you and us eventuates (if that occurs), and

f. All links from our Digital Products and our related systems to any third-party sites such as Facebook and Google will immediately cease.

g. **Sky Media Websites:** If you wish to end your Website Agreement (on conclusion of the 12-month term) and have your website transferred to another hosting provider, Sky Media can provide **Website Transfer (database, website files, and domain name transfer if applicable) for $295 + GST.**

12. **Sky Media Managed Campaign - Our Rights:** In relation to any of our Services, we may do one or more of the following at any time:

a. ask you to modify (or we may modify) aspects of Your Content so that it complies with **advertising standards** or so that it otherwise complies with our **Production Requirements** and other specifications;

b. determine the category(s) within which Your Content will appear within our Services;

c. within these categories establish the placement of Your Content (in relation to the placement of third-party advertisements or other content within those categories);

d. The Client may be asked to **substantiate any claims** about your business, organisation, products or services that you make in Your Content, but without limiting clause 18 below;

e. general revision of Your Content to meet guidelines and standards required by Facebook, Google or any other third-party platform provider;

f. refusal to accept or publish (or cancel or remove) Your Content if there is a failure to comply with this agreement at any time; or

g. engage any third-party supplier to supply or assist us with supplying some or all of the relevant Service to you, provided that we remain liable to you at all times, and although **we will endeavour to contact you in advance, we may need to action any of the above things without prior notice to you.**

Price and Payment

13. **Price:** The Price for the Services you purchase will be as clearly stated in the Invoice we provide to you. You will be deemed to have approved an Invoice if you use the relevant Service as stated in the Invoice. **You agree to pay us the Prices as stated in that Invoice,** on time in accordance with clause.

14. A**ll Prices and any other fees and charges are in New Zealand dollars and exclude GST, which is also payable except by non-NZ resident organisations**, unless stated otherwise in the relevant Invoice. The client must pay all applicable GST at the same time the fee is due for payment.

15. **Variable Prices / Third Party Pricing:** Some third parties may use a variable pricing model (such as Facebook and Google advertising).Those (or other) third parties Sky Media engage with on behalf of the Client as part of the Services purchased may vary their prices and other charges to us in any way from time to time. Sky Media cannot control search engines or third parties, therefore if that occurs, we will be entitled to charge you the balance for any/all such third-party price variations (should they occur), and you agree to pay such charges.

16. **Suspension Request:** The Client may request that one or more of the Services you are purchasing be **suspended for a defined period and resumed without incurring an additional setup charge.** All such requests are subject to our prior written consent via email, which might be provided (at our discretion) or with conditions attached. However, if approved, some payments may still need to continue for that Service, which we would explain at that time. **Suspension of any services will take effect 30 calendar days following the date of your next monthly invoice.**

Sky Media will not be responsible for any negative campaign and ranking outcomes that may occur during any suspension. Failing to follow SEO recommendations by Sky Media, may negatively impact organic search performance and Sky Media cannot be held accountable. We highly recommend you do not suspend or pause your SEO campaign as it can take weeks and sometimes months to recover lost rankings due to the suspension.

17. **Non-standard Rates (discounts):** If we have agreed in our Invoice to charge you a fixed price (or a non-rate card price) for a defined period of time, then, following the applicable period, and for the remainder of your current Term and any renewed Term, you will be charged the full rate card price for that Service. **The maximum period of time available for non-standard or discounted prices is 12 months.**

18. **Payment:** The required method of payment or any payment options available will be set out in your Invoice. The client will be charged the full amount (in advance) for any Service that requires an up-front payment model. For Services which use a subscription payment model, you will be charged in regular instalments for that Service. Instalments are typically bi-monthly, quarterly or in 6-month blocks (payable in advance), occasionally alternative periods are available as may be set out in the Invoice.

Subscription amounts are payable for each period in advance, from the day of the Invoice being sent, and then on the same date each month thereafter. **The first payment of a Service is typically required within 48 hours of receiving the Invoice,** and we will not be obliged to commence the relevant Service(s) until the first (or only) advance payment has been received by us in respect to that Service. Adjustments may be made in forthcoming months for any necessary negative or positive changes to invoices by Sky Media.

19. **Credit Information:** The Client accepts that we may use any information supplied to us, to undertake any **credit checks required on you or your business** before and after services will be or have been provided to you with any third-party credit agency which we deem necessary. We reserve the right to require advance payment in full from customers whom we consider do not meet our credit criteria, prior to providing any Services to such customers.

20. **Default:** All amounts due and payable by you must be paid in full without set-off, counterclaim or any deduction whatsoever on or before that due date. If any payment due remains unpaid after its due date, we may invoke any of our rights under clauses 23 to 25, and **we may also charge you interest at the rate of 15% (fifteen per cent) per annum on the outstanding amount**, from the due date to the date all such amounts are paid in full.

Any other fees incurred by Sky Media resulting from late or defaulted payments such as; costs of recovery, legal fees etc, will be charged to the Client. Should the amount outstanding be passed to Baycorp for recovery, any legal fees incurred by Sky Media from our debt recovery agency Baycorp shall be included in the charges

owed by the Client. Client accepts that this may affect your credit rating for up to a maximum of 5 years.

21. **Invoices:** We will send you an electronic invoice by email for all amounts we are entitled to invoice you for. We accept Visa, Visa Debit and Mastercard. We have an ANZ Merchant Facility for all Credit Card transactions. Payment to be made by international money order or direct credit to: Sky Media, ANZ Bank, Auckland, New Zealand Account: 06 0889 0361010 00

22. By accepting these Terms and Conditions, you agree that you shall not:

a. use any Sky Media services, products for any purpose that is improper, unlawful, or to post, share or transmit any material that (i) is defamatory, offensive, obscene or otherwise objectionable. (ii) is in breach of confidence or privacy of any third party's rights including copyright, trademark or other intellectual property rights; (iii) is posted, shared or transmitted for the purpose of advertising or promoting yourself or any third-party; or (iv) is misleading or misrepresents your identity or which in any way suggests that you are sponsored, affiliated or connected with Sky Media.

b. use the Sky Media services, products for any public or commercial purpose in any manner which may result in damage to Sky Media or bring Sky Media into disrepute.

23. In addition to your other obligations as stated in these terms, you must:

a. comply with our terms, conditions and policies required by third-party suppliers, search engines, platforms and social media channels we use.

b. promptly provide Sky Media with any information or content required for any Service we deem necessary in a timely manner, as failure to do so may cause us to withdraw you from that particular Service even though you may remain liable for some or all of the related charges, or may cause us to reschedule the timing;

c. make sure that Your Content as supplied to us or our associated third parties in connection with our Service is:

- compatible with our Production Specifications;
- complete and accurate and is not misleading or confusing, this includes any representations about the product or service you are promoting, or claims about your business or organisation and your membership of any business or trade associations;
- is either owned by you or you have the rights to provide it, use it, and make it available for use and distribution by us as part of the relevant Service;
- does not infringe anyone else's intellectual property, privacy rights, or other rights and is not defamatory, offensive or obscene; and
- complies with all relevant laws, regulations, codes and standards in relation to the relevant products or services, and does not breach any unsafe goods notice;

d. not cause, permit or allow any damage, interference with, or other harm to our Digital Products, including our website, or any network or system underlying or connecting to them, or make any attempt to do so;

e. not use a robot, spider, scraper or other unauthorised automated means to access
our products or our website or any information featured on them for any purpose

f. **co-operate with our staff and comply with their reasonable requests** in a timely manner, including in relating to the approval of Content, test website links, the provision of logins, information and images as requested.

Our Digital Products and Related Intellectual Property Matters.

24. **Our Digital Products:** Our Digital Products and other Intellectual Property we own will remain owned by us or our third-party licensors at all times. At no time during or after this agreement terminates will you acquire any proprietary interest in relation to any of these items or properties we own. **You merely obtain a**

limited, non-exclusive license to use our Digital Products in which we allow you to purchase the right to use as part of the Service, within the scope, duration and intended use requirements as stated in this agreement or as otherwise communicated by us to you from time to time.

25. **No copying etc:** No attempts to copy in any way, reverse engineer, decompile, or otherwise misuse any of our Digital Products at any time shall be permitted. You must not use our name, trademarks, brands or logos in any way without our prior written consent.

26. **Purchased Content:** With regard to Purchased Content (i.e. Content purchased by you from us):

a. From the time of creation of any Purchased Content until the time you have paid us in full as per this clause, we will be the sole legal and beneficial owner of all such Purchased Content. Once you have paid us in full for all charges associated with the creation and supply of that content and related services (i.e. to a final usable state) in accordance with the relevant Invoice(s), you will become the owner of any such Content purchased.

b. you are solely responsible for registering any ownership to the associated Intellectual Property at your cost (when you have full legal title), and you acknowledge and accept that we cannot and do not warrant that any such Content will be supplied to you free of any third-party claims, whether at the time of delivery to you or at any time in the future.

c. you agree to allow us to use any of your Purchased Content and any other items from Your Content in the 'CaseStudies' section of our website, for the purpose of promoting these digital assets (without further charge to you) for other current or prospective customers of ours to view, and which will involve some (without charge) promotion of your business – and all done in a manner, timing, categories and approach as we may reasonably determine from time to time, and without any fees or charges being payable by us to you.

Your Content and Related Intellectual Property Matters.

27. **Third-party intellectual property:** Sky Media may present information to you from third-party sources in various digital formats. This includes copy, images, logos, designs, links etc. Wherever a third party holds intellectual property in materials presented by Sky Media, the property remains with that party.

28. **Your Content:** Any Content supplied by you to us, remains owned by you or your third-party licensors as the case may be at all times. At no time during or after this Agreement terminates will we obtain any proprietary interest in relation to any of these items you own. However, **access to supplied Content may be held by us with restricted access, if fees and charges are owed** in respect to any Service we have supplied to you. We merely obtain a limited, non-exclusive license to use Your Content for the purpose of supplying the Services which you request, to you.

29. **Warranty:** You warrant to us that our use of Your Content in accordance with this agreement will not result in any claim against us or any of our associated third-party suppliers at any time. If any such claim does arise, and without limiting our other rights and remedies, we may immediately terminate the use of (and take down or remove) any of Your Content which we believe relates to any such claim.

Privacy, Security & Confidentiality

30. **Privacy:** As stated in Part A of these terms, any Personal Information associated with you or any person within your organisation that is provided to us, is governed by the terms of our Privacy Policy.

31. **Security:** Our Digital Products are supplied using some of the latest technology, including and/in relation to the security of the data you supply to us. A number of our services are supplied using the internet, and as the internet is widely acknowledged as being insecure, we are unable to guarantee with certainty that all data supplied to us will be safe and secure. Sky Media will use all reasonable endeavours to store data securely, we may also use third-party hosting or other service suppliers to receive, store and process your data as part of the delivery of our Services to you.

You confirm that this is acceptable.

32. **Confidential Information:** We accept that certain information which you supply to us is not intended for public viewing or use ("Confidential Information"). That information obviously excludes any of Your Content which is intended to be promoted or published online as we agree with you. You accept that we, including our officers, employees, contractors, have the right to view and use your Confidential Information (which may include Personal Information) for the purpose of supplying those Services to you which you have ordered, or for administering your account with us or in relation to this agreement. Any information which you receive from us and which is not in the public domain must be treated as confidential information by you, and must not be disclosed or otherwise used by you (other than for your own internal business purposes in relation to this agreement) without our prior written consent.

Exclusions, Limitations & Indemnities

33. **Indemnification:** You shall indemnify, defend and hold Sky Media, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and otherprofessionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") by a third party arising out of your use of the Sky Media services or products in any manner that breaches this Agreement or otherwise arising out of materials or technology presented to you by Sky Media.

34. **Exclusions:** We will not be liable to you in any way for any indirect or consequential loss, or any loss of profits, revenue, or loss of data or other Content, or for any breach of this agreement by us due to an event or circumstance which is beyond our reasonable control. While we will do our best to optimise your results based on a range of techniques, **we cannot guarantee your search position, rates of engagement, the number of clicks, impressions, leads or return on investment that any campaign delivers.** Any projected business growth related forecast that may be provided by us from time to time is a non-binding forecast only. Traffic projections may vary as Sky Media has no

control over search engines or social websites with respect to the type of sites and/or content they accept presently or in the future. The Client's website may be excluded at any time at the sole discretion of the search engine. It is the Client's obligation to seek independent financial, tax, legal and other professional services advice in respect of your desired business goals, plans and projections.

35. **Exclusions:** Due to the inherent uncertainties associated with providing any services online via the Internet and related computer systems, we are unable to guarantee that our Services will be supplied uninterrupted and fault-free at all times.
You accept this.

36. **Use of Third Parties:** We may, as part of the Services, supply you with links to, or data from third-party suppliers. Although we will take reasonable steps to ensure the accuracy and completeness of such links and data, we are not liable for any error, inaccuracy or omission in relation to such items.

37. **Entire Agreement:** This Agreement (and the terms of any Invoice(s) accepted by you) constitutes the entire agreement between you and us. No other terms apply. All representations which may have been made by either you or us before these terms were agreed, and all other provisions which may otherwise be implied into this agreement by operation of law, are excluded from this agreement but only to the extent permitted by law. In particular, due to your acceptance that both parties have entered into this agreement solely for business purposes, both parties agree to exclude the operation of sections 8, 11A, 12, or 13(1) of the Fair Trading Act 1986, and also the Consumer Guarantees Act 1993 (to the extent they might otherwise apply). Both parties acknowledge and confirm that these exclusions are both reasonable and fair towards the parties in the context of this agreement.

38. **Indemnity for Breach:** You agree to indemnify us and our officers, employees, and contractors (together the "Indemnified Parties") and hold them jointly and severally harmless against all loss, damage, cost or expense which any of the Indemnified Parties suffers or incurs as a result of a breach of these Terms and Conditions (or our Privacy Policy, or other related terms and conditions) by you or

any employee, contractor or third-party agent engaged by you.

B. General

39. **Variations:** Sky Media may vary the terms of this agreement so as to apply when your term is renewed under clause 22, or at any time if we are doing so for all of our customers who purchase the relevant Service. We will send you an email in advance if we do this. You agree to accept all such variations subject to your right to not renew (when applicable) as stated in clause 22. Right to change term: Sky Media in its sole discretion reserves the right to introduce a minimum term period of any other Specific Service you may purchase at any time. Notification of any intended minimum term period will be advised in writing to you and will take effect no sooner than 30 calendar days following the date of your next monthly invoice.

40. **Disputes:** If either you or us has any issues or concerns about this Agreement or our wider business relationship, we agree to set those concerns out reasonably, in an email to the other party, after which we must use all reasonable endeavours to discuss or meet to try to resolve the issue amicably. This step must be taken before any other legal action is taken by either party, other than in respect of any monies owing by you to us, or in respect of any urgent interlocutory relief.

41. **Relationship:** Unless expressly stated otherwise in these terms, we are not your agent and nor are you our agent. Both parties enter into this agreement as independent contractors.

42. **No Assignment:** You must not assign any of your rights or obligations under this agreement to any third party without our prior written consent. We may assign our rights or obligations under this agreement to any third party of substance who purchases the whole or a substantial part of our business at any time. We may do so without prior notice to you, or the need to obtain your consent. We will be released from all liability to you from the date of any such assignment by us.

43. **Severance:** If any of these terms are held to be invalid, unenforceable or illegal

for any reason by a competent court or tribunal, the remaining terms will continue in full force and effect.

44. **Governing Law & Forum:** This Agreement is governed by the laws of New Zealand and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand. If there is a dispute between both parties and it is unable to be resolved through negotiation or mediation, the New Zealand Courts will have exclusive jurisdiction, over all claims that may arise out of or in connection with the agreement.

45. **No Waiver:** No failure or delay on the part of either party to exercise any right or remedy under this agreement is a waiver of such right or remedy unless it is in writing and signed by the party purporting to waive its rights.

46. **Priority:** The provisions of the Invoice shall take priority, over any conflict that may arise between the provisions of this Agreement and any Invoice.

Defined Terms

47. The following terms used in this agreement have the following meanings:

a) Business Day means any day in Auckland other than a Saturday, Sunday or Public Holiday.

b) Content includes text, graphical or other data in any form, and also includes logos, other designs, photos, sound and video recordings.

c) Digital Products means the SaaS software, apps, online tools and templates, and other digital products, or other Content or Intellectual Property which we (or our licensors) own, and which we allow you to use in accordance with the terms of this Agreement.

d) Intellectual Property includes copyright, trademarks, designs, patents, know-how, confidential information or any other intellectual property as exists anywhere in the world at any time.

e) Personal Information has the meaning as given in the Privacy Act 1993.

f) Price means our price and other charges for supplying one or more Services to you, as set out in an Invoice.

g) Privacy Policy means our Privacy Policy as updated from time to time and found on our website.

h) Production Specifications means the various Service production requirements (e.g. Content form or layout) for each particular Service which we specify from time to time.

i) Purchased Content means Content which you request us to create or otherwise generate for you as part of one or more of the Services and which is described or referenced in an Invoice, but excludes all Digital Products.

j) Services means any Specific Services purchased by you from time to time.

k) Invoice means an electronic sales order generated by us (either by one of our Account Managers or Sales Reps).

l) Term means the duration of this Agreement as determined in accordance with
clauses 19 to 25 (inclusive).

m) “We”, ”our” or ”us” means Sky Media Limited.

n) Website means our website at Skymedia.nz or any other websites that we may create and make available to you from time to time.

o) “You”, ”your” or ”Client” means the person, company, partnership or other legal entity accessing or using our website, Digital Products and Services, and includes their executors, administrators, successors and permitted assigns.

p) Your Content means Content which you or your nominated third-party provider creates, generates or otherwise sends to us for use as part of any of the Services.

C. **Service Specific Terms Important**

The provisions set out in this Part C are in addition to those set out in Parts A and B above. If you have not already, you should read and consider Parts A and B carefully. We may want to amend the terms in Part C from time to time and will publish our updated Terms and Conditions on our website. Continuing to use or receive our products and services will mean that you acknowledge and agree to our changes.

Sky Media Websites

Note: The terms below are in addition to those terms in Parts A and B above. What we will provide:

• **Our Mobile Phone Responsive Websites** are built on WordPress with 2-50 pages (depending on the agreement). You can add an unlimited number of additional pages yourself via the content management system (CMS). **Any extra functionality or plugins may incur an additional charge** and will need to be reviewed initially by Sky Media. Websites will be fully customised using a wide range of photos, content, colours and layout. Sky Media uses an extensive range of templates to find the one best suited to your business.

• **Website hosting:** Sky Media uses a third-party Website Hosting company, all website hosting agreements are on a minimum 12-month plan that automatically renews annually. **Cancellations require a 30-day notice period prior to renewal, after which a minimum of 60% of the Agreement will be charged.**

• **Editor access** to a password protected content management system (CMS) to help you update your website. You may add, delete and edit the content as well as pages and posts on your website. Adding or editing plugins, themes and custom

functionality to your website can cause technical issues and may be considered a breach of agreement to terms of trade. **Any technical issues that arise as a result of you or your agents adding, editing or deleting any content from your website can be remedied by Sky Media for an additional cost.**

• A WordPress Instruction Guide or a one-off 20-minute tutorial on how to use the CMS is available on request.

What you need to do:

• Sky Media may require Client logos, trademarks, copy, website images for use in creating landing pages, and other such uses as deemed necessary by Sky Media. Please provide these resources in a prompt manner as requested by us (stock photography can be sourced at an additional cost).

• After our Copywriter has completed the Website's content, we offer two rounds of
alterations or 'tweaks'. Any subsequent changes will incur an additional charge.

• Provide details/instructions regarding the domain name in a prompt manner as requested by Sky Media.

Ownership

• If you wish to end your website contract (on conclusion of the 12-month Website Hosting term) and have your website transferred to you, Sky Media can provide **Website Transfer (database, website files, and domain name transfer if applicable) for $295 + GST.**

For the transfer of an **e-commerce website, including files and database, to a new hosting platform, including all products, images, and videos the fee is $595 + GST.**

• All plugins and themes used on your website are licensed directly to Sky Media and cannot be transferred.

Project Delays, Client Feedback and Project Recommencement

1. Client Feedback and Approval

The Client is responsible for providing timely, meaningful and actionable feedback, approvals and instructions throughout the website design and development process. This is necessary to ensure the project progresses according to the agreed timeline and scope of work.

Feedback must be sufficiently clear, specific and constructive to allow Sky Media to understand the Client's requirements and identify the changes or adjustments necessary to progress the project. Meaningful and actionable feedback includes, but is not limited to:

- Identifying specific design elements, layouts, colours, typography, images or functionality that require adjustment.
- Explaining what aspects of the proposed design do not meet the Client's expectations and why.
- Providing clear examples, references or alternative suggestions where appropriate.
- Identifying specific content, structural or functional changes required.

General, subjective or vague statements without further explanation or specific direction, do not constitute meaningful or actionable feedback. Such comments may require further clarification before Sky Media can reasonably proceed with the requested revisions.

2. Project Inactivity and Suspension

If the Client fails to provide meaningful and actionable feedback, requested approvals or other information necessary for the continuation of the project for a continuous period of 30 calendar days, Sky Media reserves the right to place the project on hold.

Sky Media may provide written notification to the Client advising that the project is at risk of being placed on hold due to the lack of feedback or required input.

Once a project has been placed on hold, Sky Media will have no obligation to continue allocating resources, maintaining the original project schedule or reserving development time for the Client.

3. Project Recommencement Fee

Where a project has been placed on hold due to the Client's failure to provide the required feedback or information within the specified timeframe, a project recommencement fee will apply before work can resume.

The recommencement fee will be equal to 10% of the total agreed project cost, excluding GST, and will be payable in addition to the original project fee.

This fee covers the administrative, scheduling and resource allocation requirements associated with reinstating a suspended project into Sky Media's production schedule.

Payment of the recommencement fee does not guarantee immediate resumption of work. The project will be rescheduled subject to Sky Media's availability, and a revised delivery timeline may apply.

4. Revised Project Timelines

Any delays caused by the Client's failure to provide timely feedback, approvals, content or other required information may result in adjustments to the original project completion date.

Sky Media will not be held responsible for delays arising from the Client's failure to meet their obligations under this clause.

Google Advertising (Google Ads Search, Google Ads Display)

Note: The terms below are in addition to those terms in Parts A and B above. What we will provide:

• We will set up your Google Ads and/or Google Display campaigns.

• Once your advertising campaign is up and running, we will then modify and optimise it as the campaign runs, to try to deliver the best traffic for your spend. **Traffic projections are based on search engine estimates. These figures cannot be guaranteed, and actual results may vary.**

• We will do our best to keep you notified of any changes or instructions from Google that may affect you, but you agree that we are not responsible for any of Google's decisions or the way Google runs the Google Ads programme. While we will do our best to optimise your results, we cannot guarantee your Google Ads search position or the number of clicks, impressions or leads that a campaign delivers and actual results may vary. Sky Media has no control over the policies of Google in terms of the type of sites and/or content they accept currently or in the future.

What you need to do:

• Google's terms state that you are only allowed one Google Ads account (which includes Ads search, Ads display) at any one time. So you cannot sign up to our service if you already have a Google Ads account that is currently active.

• You need to be aware of and agree that we need to pass certain information about you on to Google. This includes the information in the signup form, as well as your name, email, address and other contact information that we already hold about your business. By signing up, you agree that we can do this. We will also keep a copy of this information in accordance with our privacy and security policy.

• You need to comply with Google's terms and conditions available online at https://billing.google.com/payments/termsandconditionsfinder as if you were a "Customer".

This includes things like:

a. not advertising anything illegal.
b. granting Google the right to use your name and trademarks to advertise your
business.
c. complying with Google's Editorial Guidelines, Trademark Guidelines and other policies (these are also available at https://support.google.com/adwordspolicy/). This includes Google's rules on advertising alcohol, gambling, fireworks and other restricted products and Services.

• You need to be aware Google also has rules about the content of any advertisement and has a general right to reject or remove any advertisement and update or change the Google Ads programme at any time. If Google tells us to do something, we will comply, and make the appropriate changes on behalf of you, our Client.

Service Cancellation

Sky Media requires 30 days written notification to cancel your SEO, Google Ads or Facebook campaign. If no written notice has been provided, the campaign will roll over and continue on exactly the same plan and term. Website Hosting operates on 12-month plan with an automatic annual renewal. We require 30 days written notice before the renewal date to cancel, after which you, the Client will be required to pay 60% of the Invoice to cancel.

Ownership

If your Google Ads or Google Display campaign is being run on the Sky Media's Master MCC Account then Sky Media own and have full control and rights over all data and information in the campaign however if you choose to cancel your

service with Sky Media we will send you a final report with your campaigns performance, Keywords, Clicks, Impressions etc (On request). This report will enable any future Google Service providers to set up a new campaign, as **we do not transfer Google campaigns, we only transfer Google accounts.**

Please note:

• While we make our best efforts to manage the campaign in line with your budget, the exact spend with Google over any month will vary according to market conditions and the number of days in a month. In the event of over/underspend, we will endeavour to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.

Facebook Advertising Note:

The terms below are in addition to those terms in Parts A and B above. What we will provide:

• Sky Media will place advertisements for your business on the Facebook platform on your behalf.

• Once your Sky Media Facebook Advertising campaign is up and running, we will then modify and optimise it to try to deliver the best traffic and interaction for your spend. While we will do our best to optimise your results, we cannot provide any guarantees or warranties regarding the results of your Sky Media Facebook Advertising campaign.

• Campaign performance updates on request.

What you need to do:

• Sign off content and images (where needed) in a prompt manner as requested by Sky Media.

• Please be aware each social media site is governed by its own terms and

conditions, which change from time to time. When we create an account for you on Facebook we are acting as your agent and accept those terms and conditions on your behalf. Here are links to the terms and conditions of Facebook for your Information: https://www.facebook.com/page_guidelines.php

• You agree to Sky Media using your password(s) for Facebook as your agent to the extent required to carry out the Sky Media Social services and agree to make us admin of and give us access to your page.

Important information you need to know:

• When you cancel your Sky Media Facebook Advertising, we will then remove your advertisements from the Facebook Advertising programme as soon as reasonably possible after we get your termination notice and have verified that it is genuine.

• Sky Media may not be able to provide your Facebook Advertising campaign for the full fixed term. For example, Facebook might terminate the programme partially through a term. If this happens, we will refund you the proportional amount of the management fee for your Facebook Advertising that you have already paid.

• You do not "own" your Facebook Advertising, advertisements or keywords. If you no longer want a Facebook advertising campaign from Sky Media, we can transfer your Facebook advertisements, targeting lists or keywords to you. There is a packaging fee for this ($100- $250 + GST) depending on the time it takes.

• Your products include the advertising spend paid to Facebook, and a management fee that we keep for setting up and managing your Facebook advertising campaign.

• The management fee is paid to Sky Media and the Facebook portion is paid via your credit card directly to Facebook.

• It is your responsibility to ensure the credit card linked to your Facebook campaign is maintained and to update us if the credit card is cancelled. The Sky Media

Management fee for the campaign will still apply if the credit card is not maintained.

• Facebook will deduct your monthly spend off your credit card at the end of each month according to its terms and conditions.

Charges (Legacy Product):

• Your fixed budget covers the fees we pay to Facebook and a management fee that we keep for setting up and managing your Sky Media Facebook Advertising campaign. In accordance with this Agreement typically 60% of your fixed budget will be spent on advertising with Facebook unless we agree with you otherwise.

Please note:

• While we make best efforts to manage the campaign in line with your budget, the exact spend with Facebook over any month will vary depending on the market conditions and the number of days in a month. In the event of over/underspend, we will endeavour to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.

Payment Terms

Our website design and development payment terms are 50% upfront and 50% after 4 weeks, or upon the first website review (whichever occurs first). Delayed payments will incur a 15% charge for every additional month thereafter. Sky Media reserves the right to delay starting work, or to pause existing work, if a payment is overdue. When payment is made, the normal work process will resume.

Debt Collection

If any invoice is more than 30 days overdue, it is at the discretion of Sky Media to refer the unpaid invoices over to Baycorp for collection. Once the matter has been referred to a Debt Collection Agency, you will be liable for all legal and collection

fees, including the Agency fees and commission(s) Sky Media would have to pay for this service.

Thank you for choosing Sky Media as your digital marketing provider. For any questions, queries, or concerns, please contact Sky Media's Director Corey Reid via phone or email.