

SERVICE SCHEDULE WEB PRESENCE SERVICES



INVERSE DIGITAL

1. Parties

This Agreement is between Inverse Digital Pty Ltd (ABN 59 627 150 636), a wholly owned subsidiary of Fuuzio Group Pty Ltd, its successors and assignees of Level 10, 12 Creek St, Brisbane City, QLD 4000 (referred to as “we”, “us”, “our”) and you, the person, organisation or entity that is a signatory to this Agreement, or, in the event that this Agreement is in force in its unexecuted form, is described on the service order or other documentation that refers to this Agreement (referred to as “you”) each a “Party” and collectively the “Parties”.

2. Background and Precedence

- (a) The Parties have agreed to enter into an agreement in relation to the provision of Web Services by us.
- (b) It has been agreed that each individual Service provided by us to you will be separately provided under the provisions of this Agreement.
- (c) The Parties agree that the whole Agreement will comprise several documents as agreed from time to time:
 - (i) The Fuuzio Group Master Service & Supply Agreement (which is available on our website <http://www.fuuzio.com.au/terms>); and
 - (ii) This Service Schedule; and
 - (iii) one or more Referenced Documents
- (b) The Parties agree that these documents are to be considered in a strict order of precedence and should a conflict between two or more documents arise, the document with the highest precedence shall prevail.
- (c) The documents will be interpreted with the following order of precedence:
 - (i) Master Service & Supply Agreement (Lowest Precedence); then
 - (ii) Service Schedules; then
 - (iii) Referenced Documents (Highest Precedence)

- (d) The Parties further agree that with respect to Referenced Documents, to the extent that two referenced documents conflict, the document with the most recent date will prevail.
- (e) With respect to a Referenced Document that is communicated by email, the Referenced Document will be deemed to have been agreed on a date being 20 days from the date the email was transmitted if no response to the contrary is received.

3. Acceptance

- (a) You are deemed to have accepted this Service Schedule by:
 - (i) Executing this Service Schedule (including electronically) and returning the same to us (including by email); or
 - (ii) Executing any agreement that references this document (either directly or indirectly) and returning the same to us; or
 - (iii) Accepting a quotation that refers to this agreement (either directly or indirectly); or
 - (iv) Requesting that we provide goods or services to you; or
 - (v) Pay a deposit; or
 - (vi) Pay any portion of any invoice rendered by us.
- (b) We are deemed to have accepted this Service Schedule when:
 - (i) We have executed this Service Schedule (including electronically) and returned the same to you (including by email); or
 - (ii) We have executed any agreement that references this Service Schedule (either directly or indirectly) and returned the same to you; or
 - (iii) We have provided (or started to provide) Goods and Services to you under this Service Schedule; or
 - (iv) We have stated that we accept your order relating to the supply of services of

a nature covered by this Service Schedule; or

- (v) We have rendered an invoice to you for goods or services
- (c) If this agreement is accepted without being bilaterally executed:
 - (i) the version of the service schedule that is in force will be the version that was published on our website <http://www.inversedigital.com.au> on the date that the Agreement was accepted.
 - (ii) This Service Schedule will be deemed to have been accepted only for the specific supply of goods or services that triggered the acceptance.
 - (iii) The date that the Service Schedule will be deemed to have been accepted (**Acceptance Date**) will be the earliest date at which both Parties are deemed to have accepted the Service Schedule.

4. Definitions

Capitalised terms used in this Service Schedule will have the meanings given to them in the Master Service & Supply Agreement, this Service Schedule or Referenced Documents.

“Ancillary Service Charges” means any agreed charge that does not form part of our general service offering but is reasonably necessary to deliver you Service.

“Establishment Charges” means those charges that are related to the establishment of any Service under this Service Schedule. These are “one off” charges that you will become liable for on the Completion Date.

“Initial Period” refers to the minimum time that you agree we should deliver your Service to you. This may be specified on the Service Order, our Website, or within this Service Schedule.

“Recurring Service Charges” means those charges that you are liable to pay on a monthly basis for us to continue to deliver Services to you.

5. Web Hosting Services

- (a) **“Web Hosting Services”** refers to the services that we provide you to enable your website to be visible to users on the Internet. This includes (without limitation):

- (i) domain name hosting

- (ii) website hosting

- (b) Web Hosting Services explicitly excludes email hosting.

6. Website Development Services

- (a) **“Website Development Services”** refers to the services we provide you to create and/or maintain the appearance and/or functionality of your website. This includes (without limitation):

- (i) content creation

- (ii) content assembly

- (iii) graphic design

7. Website Management Services

- (a) **“Website Management Services”** refers to the services we provide you to manage your website on a day to day basis. This includes (without limitation):

- (i) monitoring of your website operation

- (ii) updating your website's operating software

- (d) Website Management Services explicitly excludes alterations to the appearance or function of your website.

8. Search Engine Optimisation Services

- (a) **“Search Engine Optimisation Services”** refers to the services we provide you that are involved in the optimising your website so that there is a greater likelihood of it appearing high in the search results of major internet search engines including:

- (i) Google

- (ii) Bing

9. Marketing Services

- (a) **“Marketing Services”** refers to services that we provide you which are designed to increase the number of users that visit your website for the purpose of purchasing your goods and services from your business. This includes (without limitation):

- (i) Search Engine Marketing (**SEM**)

- (ii) Social Media Marketing (**SMM**)

10. Service Ordering & Invoicing

- (a) For us to provide you with services under this Service Schedule we require you to communicate this to us (**Service Order**).
- (b) A Service Order may be submitted to us by email, fax or through a website (whether ours or our agents).
- (c) The Parties will be bound by this Agreement for each Service Order that we accept from the date we accept the Service Order. (**Subscription Date**)
- (e) You acknowledge that we may, at our sole discretion, decline to accept your Service Order and that we are under no obligation to provide you with a reason why we have chosen not to accept the Service Order.
- (f) Following the completion of any establishment processes required to deliver you Service Order we will deem you service to be delivered (**Service**).
- (g) You will be charged for your service from the date that we deem your Service Order to be delivered (**Commencement Date**).
- (h) For avoidance of doubt, if we are unable to deliver you Service Order as a consequence of you failing to provide information that is necessary for us to deliver your Service Order the Commencement Date will be the latter of:
 - (i) 20 days from the Subscription Date; and
 - (ii) 10 days from our last communication with you.
- (i) You will be invoiced for service charges including:
 - (i) Recurring service charges will be invoiced each month in advance.
 - (ii) Establishment charges which will be invoiced in arrears.
 - (iii) Ancillary service charges which will be invoiced in arrears
- (j) If you have agreed to pay your invoices by direct debit or automatic credit card we will process the transaction no later than 5 days after the invoice date.

11. Withdrawal of Service Orders

- (a) You may withdraw your Service Order at any time before midnight on the 5th day after the Subscription Date (**Cooling Off Date**).
- (b) If your Service Order is withdrawn prior to the Cooling Off Date our agreement to deliver your service will be dissolved and the Parties will have no further obligations under our Agreement in respect of the Service Order.
- (c) If a Service Order is withdrawn between the Cooling Off Date and the Commencement Date you will be obligated to defray our reasonable costs associated with the delivery of your Service Order.

12. Service Suspension & Termination

- (a) We may suspend your services (in whole or in part) if you are outside the trading terms specified in the Master Service & Supply Agreement.
- (b) You may request the termination of any Service provided under this Agreement at any time by providing us with written notice or through any online tools that we may make available to you from time to time to manage your Services with us (**Termination Request**).
- (c) If a Service is terminated by either party acting within the terms of this Agreement the effective date of the Service termination (Termination Date) will be:
 - (i) The date of your next scheduled invoice if the date of the Termination Request less than 10 days from the date of your last invoice; or
 - (ii) In all other cases, the date of your next scheduled invoice plus one (1) month.
- (d) If the Termination Date is prior to the expiry of the Initial Period (**Early Termination**) you will be liable to pay:
 - (i) 90% of the remaining recurring charges in the Initial Period if less than 50% of the Initial Period has expired; or
 - (ii) 75% of the remaining charges in the Initial Period in all other cases.

13. Warranties & Exclusions

- (a) For Website Development Services:
 - (i) we warrant that, for a period of 30 days following the Commencement Date, the

website will be free from material reproduceable programming errors or defects in workmanship when operated in accordance with our instructions;

- (ii) We warrant that your Service will perform as expected on major browsers in PC and Apple MAC environments but specifically exclude performance guarantees around mobile and tablet based environments unless the we have agreed the specific mobile and/or tablet environment in which it must perform.
- (iii) For avoidance of doubt, the mobile and/or tablet environment must specify the device type (make and model), the browser product and version numbers of both the device's operating system and the browser.

(b) For Website Hosting Services:

- (i) If the availability of your website falls below 99.9% when calculated over a 12 month period you may request termination of the affected service without incurring any charges associated with Early Termination.

(c) For Search Engine Optimisation Services:

- (i) Unless otherwise agreed we seek to ensure that your company name or brand is visible in the first page of a Google search.
- (ii) Due to the competitive nature of search listing we make no guarantee that this will be possible, nor do we guarantee that if successful it will remain successful.

14. Online-On-Time Guarantee

(a) For Search Engine Optimisation Services:

- (i) Some of our services may be marketed with our Online-On-Time guarantee (**OOTG**).
- (ii) Where the OOTG has been promoted, and subject to this clause 15 we will provide you with a credit equal to the sum of three (3) monthly recurring charges for your service if the Commencement Date is later than the Subscription Date plus the promoted delivery timeframe (**OOTG Date**).

(b) The OOTG is void if:

- (i) You withdraw the Service Order; or
- (ii) You fail to provide information to us in a timely manner that is necessary for the delivery of you Service Order.

**SERVICE SCHEDULE
WEB PRESENCE
SERVICES**



INVERSE DIGITAL

Execution Page

Executed as an agreement

Date:

Executed by your entity:

_____ (ABN _____) by being signed by:

.....
Authorised Signature

.....
Authorised Signature

.....
Print full name

.....
Print full name

.....
Title

.....
Title

Executed by Inverse Digital Pty Ltd by being signed by:

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Authorised Signature

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Authorised Signature

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Print full name

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Title

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Title