

Integral Media Pty Ltd — Terms & Conditions

Effective 27 July 2026

This Agreement, as varied from time to time, applies to all sales of goods and the provision of all services by Integral Media Pty Ltd to the Client. Together with any non-excludable conditions and warranties expressed by law, this Agreement constitutes the entire agreement between the parties.

1. Definitions

The following terms shall have the meanings set forth below:

- **"Agreement"** means these terms and conditions, as amended from time to time.
- **"Additional Charges"** means fees incurred by the Client in addition to the Price for work requested by the Client and undertaken by Integral Media beyond the Scope of Services.
- **"AI" or "Artificial Intelligence"** means machine-learning and generative technologies, including large language models, agents and other automated systems, whether operated by Integral Media or accessed through a Third-Party AI Platform, used to generate, analyse, automate, or optimise content, data, or marketing activities.
- **"AI Content"** means any text, image, audio, video, code, or other output generated in whole or in part by AI, whether or not subsequently reviewed or edited by a human.
- **"AI Services"** means those Services that deploy, configure, integrate, or advise on AI technologies, including the AI Services and AI Marketing Services described on Integral Media's website.
- **"Authorisation"** means the acceptance of the proposal using Integral Media's online portal, making a payment, or signing Integral Media's paperwork/contract.
- **"Bug"** means any lack of function in the Services that is the direct result of a coding or design error by Integral Media.
- **"Business Day"** means any day that is not a Saturday, Sunday, or a public holiday in Victoria, Australia.
- **"Client", "You", and "Your"** means the person and/or business described as the client within the "Client Details" area of the order form, proposal, or Contract.
- **"Confidential Information"** means all information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably to be considered confidential based on its context, nature, or the manner of its disclosure. This excludes:
 - information that is in the public domain other than by a breach of this Agreement; and
 - information developed independently by a third party.

Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Scope.

- **"Contract"** refers to the specific engagement document (e.g., proposal, order form) outlining the Services, Price, and other project-specific details agreed between Integral Media and the Client.
- **"Fees"** means the Price together with any Additional Charges incurred by the Client relating in any way to this Agreement and the Services.
- **"Force Majeure"** means an event beyond the reasonable control of a party, including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, or inability to obtain necessary supplies.
- **"GEO" or "Generative Engine Optimisation"** means Services intended to improve the likelihood that content relating to the Client is surfaced, referenced, or cited by AI-powered search and answer engines.
- **"Hosting"** means hosting services provided by Integral Media on a month-to-month or annual (12 months) basis.
- **"Intellectual Property"** means the intellectual property rights attaching to the Services including copyright, patents, trademarks, design rights, and domain names, whether registrable or not and whether registered or not.
- **"Integral Media", "Our", "Us", and "We"** means Integral Media Pty Ltd, ACN 614 262 930, and its associated brands and businesses.
- **"Notice of Completion"** means a notice in writing, given by Integral Media to the Client, advising that the goods or services subject of the Contract have been completed by Integral Media.
- **"Price"** means the fees outlined by Integral Media in the Contract for the Services.
- **"Reasonable Time Frame"** is within 12 months, however, shall be extended by client requests, amends, or delays.
- **"Scope"** means the document entitled "Scope" provided by Integral Media to the Client and which describes the Services Integral Media offers to perform for the Client pursuant to this Agreement.
- **"Services"** means the specific services chosen and agreed upon in the Contract, as defined in the Scope. These may include, but are not limited to: Graphic Design / Web Design; Website Development; Mobile App Design and Development; Search Engine Optimisation (SEO); Content Writing, Creative and Video Production; Google Ads / PPC Services; AI Platform Advertising (including ChatGPT / OpenAI Ads); Social Media Marketing (organic and paid); Influencer Marketing; Digital Strategy; Customer Journey Mapping; CRM Customisation and Automation; Conversion Tracking; Artificial Intelligence (AI) Services; AI Marketing Services; Generative Engine Optimisation (GEO / AI Search); Domain Name Acquisition; Hosting; Technical Support; Training; and Consultancy.
- **"Third-Party AI Platform"** means any third-party provider of AI models, tools, or infrastructure (for example, OpenAI, Anthropic, Google, Microsoft, or their successors), including their models, APIs, and interfaces.
- **"Training"** means the instruction of 1 person in the operation of the Services at Integral Media offices, at an agreed time and date.

- **"Website"** means your website designed, built, and hosted pursuant to this Agreement.

2. Engagement of Services

2.1 Offers and Acceptance

Integral Media offers to provide the Services as defined in the Contract. To accept Integral Media's offer, You must provide Authorisation. If Authorisation does not take place within 28 days from the date the Contract document is provided to You, Integral Media's offer will expire without further notice to You, unless extended by mutual written agreement.

2.2 Scope of Services and Changes

Integral Media will produce the chosen Services to the specifications contained in the Scope. Any work requested by You and undertaken by Integral Media in addition to or outside the original Scope will incur Additional Charges, as outlined in Section 3.2. All changes to the Scope must be approved in writing by both parties.

3. Fees and Payment

3.1 Price and Payment Terms

You agree to pay Integral Media the Price for the Services in accordance with the Contract. A Notice of Completion will be issued upon achieving a milestone, and the relevant amount is due within 7 days of receipt of such notice.

3.2 Additional Charges

Additional Charges apply to any work outside the agreed Scope. As at the date of this Agreement, the Additional Charges are \$170 per hour plus GST. A minimum charge of half an hour applies, except for agreed and quoted work. Where no Price for additional services has been agreed in writing, Integral Media's fee for those services shall be the number of hours (or part thereof) spent by each employee multiplied by Integral Media's standard hourly rate.

3.3 Debt Recovery

If payment is more than 7 days late, Integral Media may, at Your cost, engage the services of a debt recovery agency. The engagement of a debt recovery agency may result in Your credit file being updated, potentially impacting Your credit history.

3.4 No Cooling Off Period and Non-Refundable Monies

The Client agrees that there is no cooling-off period, and any monies debited or received are non-refundable.

3.5 Direct Debit Authority

Cancellation of any Direct Debit Authority does not affect Your liability to pay the Fees in full under the Contract.

4. Provision of Services

4.1 Exclusivity

Integral Media is retained to undertake the Services exclusively. No part of the Services may be undertaken by You or by any third party instructed by You without prior written agreement from Integral Media.

4.2 Timeframes

Time is not of the essence in the production of the Services. The Services will be provided within a Reasonable Time Frame.

4.3 Client Review and Approval

The Client will inspect the goods and services provided by Integral Media within 7 days of receipt of a Notice of Completion. Within that period, the Client must:

- Give Integral Media written notice of any matter by virtue of which the Client alleges that the goods or services are not in accordance with the Contract.
- Make payment of the Balance of the Price.

Integral Media shall have no obligation to rectify or replace any goods or services not in accordance with the Contract where notice is not given by the Client within seven days after the date of provision.

4.4 Specific Service Terms

The following specific terms apply to the respective services:

4.4.1 Web Development Services

- **Bugs:** Integral Media will endeavour to rectify any Bugs, of which Integral Media receives written notice, up until the expiration of 90 days from the date of activation of Your Services. Tweaks, amends, or improvements in usability, functionality, or design are not considered a Bug; they are considered outside the original Scope and as such are billable at the standard hourly rate. Integral Media does not support or warrant any bugs derived from obsolete browsers (e.g., Internet Explorer 6) and versions of other browsers that are more than two versions old. Integral Media shall do a reasonable level of testing of Your Services; however, the Client is responsible for thoroughly testing Your Services for any Bugs during the warranty period.

- **Provision of Content and Communication:** Integral Media will always endeavour to complete the development of the client website efficiently and within a reasonable time frame; however, this relies on the cooperation of the Client to provide content in a timely manner. The Client agrees to respond to any form of communication from Integral Media within two Business Days (48 hours).
- **Website Archiving:** The client website will be archived without notice and an archive charge of \$395 plus GST levied, which will fall due immediately upon receipt of invoice, under the following circumstances:
 - When a client is non-responsive to any form of communication from Integral Media (including, but not limited to, telephone and email communication) for 15 Business Days or more.
 - When the client does not provide website content for 15 Business Days or more (e.g., text and images).
 - When the development process lasts longer than 20 Business Days due to the slow provision of content from the client or lack of responses to telephone and email communication, there will then be a monthly archive charge of \$50 plus GST.
 - A re-activation charge of \$150 plus GST must be paid prior to the website being made live once more.
- **Mobile Responsive, Devices and Screen Resolution:** Integral Media designs websites to work across a range of resolutions and modern internet browsers as current industry standards dictate. Integral Media does not guarantee every single resolution sequence, and 'dragging and dropping' the browser is not a sign of correct screen re-sizing.

4.4.2 PPC (Pay-Per-Click) Services

- **Compliance:** You must comply with all Google Ads terms and conditions, which update regularly.
- **Term:** PPC campaigns are provided on a month-to-month basis with no minimum term unless otherwise stated in the Contract. Either party may cancel by giving 30 days' written notice to accounts@integralmedia.com.au. Charges are pro rata to the date of cancellation.
- **Access:** You will not get direct access to the Google Ads portal.
- **Reporting:** Monthly Statements/receipts from Google Ads can be sent on request. Integral Media will provide reports generated via Google Analytics and various third-party software linked to the Google Ads account.
- **Tracking Numbers:** Any tracking telephone numbers remain the property of Integral Media.
- **Cancellation and Credit:** After cancellation, You will forfeit any outstanding credit; it shall not be refunded under any circumstances. For cancellation of Google Ads services, Integral Media requires 30 days written notice to accounts@integralmedia.com.au, and all charges are pro rata.

4.4.3 SEO (Search Engine Optimisation) Services

- **Disclaimer:** Integral Media makes no guarantee that targeted phrases will move in a positive direction, especially if the targeted website has:
 - engaged in SEO previously;
 - has poor or duplicate content;
 - is on an SEO unfriendly content management system (CMS);
 - if Integral Media cannot get access to Your hosting and/or CMS;
 - is suffering from a penalty, either automatic or manual from Google;
 - has an unnatural link profile;
 - is hosted on a slow or blacklisted server.
- **Algorithm Updates:** You should be aware that Google continually updates its search algorithm, which may have a negative impact on Your rankings at any time. This does not release You from Your Contract. Integral Media will endeavour to rectify any negative losses as quickly as possible but makes no guarantees You will recover.
- **Domain Changes:** In rare instances, Integral Media may have to move Your website to a new domain to remove a penalty. You agree to accept the change if Integral Media recommends this action.
- **Client Website Amendments:** Integral Media must be notified of any changes that the Client proposes to make to the website prior to such changes being made, as some amendments may have a negative effect on the ranking of the website within the search engines. Examples of changes that WILL affect the website's ranking include, but are not limited to: amendments to Header Title tags, uploading duplicate content, changing navigation, and creating links to third-party websites. ALL proposed changes by the Client to the website must be approved in writing by Integral Media before being actioned. Failing to do so releases Integral Media from any liability in the event that the website's ranking falls. Clients who make changes without consulting Integral Media do so at their own risk.
- **Term and Cancellation:** SEO Services are provided on a month-to-month basis with no minimum term unless otherwise stated in the Contract. Either party may cancel by giving a minimum of 30 days' written notice to accounts@integralmedia.com.au. Charges are pro rata to the date of cancellation.

4.4.4 Hosting Services

- **Hosting Term:** For annual Hosting Services, the 12 months is calculated from the date of Activation of the services.
- **Discontinuation:** You may discontinue Your Hosting at any time. Discontinuing Your Hosting does not affect Your liability to pay the Fees.
- **External Hosting:** If You decide to host Your services away from Integral Media or their approved hosting providers, Integral Media will not warrant or support the services regardless of the date of activation. You will have to resolve any issues with Your new hosting provider.

- **Renewal:** When Your Hosting is due for renewal, You have seven days to pay it. Failure to do so will result in suspension of Your Hosting. If Your Hosting was paid annually, the renewal shall remain annual.
- **Access:** Integral Media will not under any circumstances provide FTP or cPanel access to websites hosted on Integral Media's servers. This is to protect the integrity of the hosting environment, ensure security, and is non-negotiable.
- **Backups:** If You require a backup of Your site, this can be provided within 48 business hours and will incur a one-time charge of \$250 plus GST, which will require payment prior to the commencement of a backup being created. If You wish to move Your website from Integral Media's hosting environment, a backup of the website will be provided to You in electronic format (e.g., USB or Downloadable link) upon request and payment of the backup fee.
- **Assignment of Hosting:** Integral Media can assign Your Hosting to another provider at any time. If this occurs, then notwithstanding anything to the contrary in this Agreement:
 - You will be advised;
 - Your Hosting fees will thereafter be payable to the provider to whom Your Hosting is assigned; and
 - Your Hosting will be subject to terms and conditions set by the provider to whom Your Hosting is assigned.
- **Notification of Migration:** It is Your responsibility to provide notice to Technical Support and the Accounts Department (accounts@integralmedia.com.au) once the site has successfully been moved to Your new hosting environment. Until the notice has been provided, all fees payable to Integral Media for hosting may still be applicable.

4.4.5 Social Media Marketing Services

- **Platform Compliance:** You must comply with the terms, policies, and community standards of each social media platform used (including, without limitation, Meta / Facebook / Instagram, LinkedIn, TikTok, and YouTube). These platforms are third parties outside Integral Media's control and may, at any time and without notice, change their algorithms, reduce organic reach, remove content, restrict features, or suspend or disable accounts. Integral Media is not liable for any such action or change.
- **Account Ownership and Access:** You own Your social media and social advertising accounts and remain responsible for all associated costs, including ad spend billed by the platform. You will provide Integral Media with the access required to deliver the Services (for example, as a manager or administrator). On termination, Integral Media's access will be removed and account ownership remains with You.
- **Content Approval:** Content is submitted to You for approval before publishing. Once You approve content, You accept responsibility for its publication. Integral Media will produce content in accordance with the Scope; additional revisions beyond the agreed number or scope are billable at the standard hourly rate.

- **Community Management:** Where Integral Media provides community management, it will respond in Your brand voice in accordance with agreed guidelines. You may elect to handle community management Yourself, in which case Integral Media is not responsible for responses You make.
- **No Guarantee of Results:** Integral Media does not guarantee any particular level of reach, engagement, follower growth, traffic, or leads. Organic and paid results depend on factors outside Integral Media's control.
- **Paid Social:** Where paid social advertising is included, the terms of Section 4.4.2 (PPC Services) apply in addition to this clause to the extent relevant.
- **Term:** Social Media Marketing Services are provided on a month-to-month basis with no minimum term unless otherwise stated in the Contract. Either party may cancel by giving 30 days' written notice to accounts@integralmedia.com.au. Charges are pro rata to the date of cancellation.

4.4.6 Content, Creative and Video Production Services

- **Review and Approval:** You are responsible for reviewing and approving all content and creative deliverables before publication. Once approved, You accept responsibility for the content.
- **Revisions:** The Scope sets out the number of revision rounds included. Additional revisions, or changes requested after approval, are billable at the standard hourly rate.
- **Third-Party and Licensed Assets:** Where deliverables incorporate stock media, fonts, music, or other third-party assets, use is subject to the relevant licence. You are responsible for ongoing licence compliance and any renewal or usage fees beyond those included in the Scope.
- **AI-Assisted Content:** Where content is produced in whole or in part using AI, clause 4.4.9 (AI Services — General Terms) also applies.

4.4.7 Influencer Marketing Services

- **Disclosure and Consumer Law:** Influencer campaigns must comply with the Australian Consumer Law and applicable ACCC guidance, including clear disclosure of paid or incentivised partnerships (for example, "#ad" or "paid partnership" labelling). Integral Media will brief creators on disclosure requirements but cannot guarantee an individual creator's compliance, and You acknowledge this risk.
- **Independent Third Parties:** Influencers and creators are independent third parties and are not employees or agents of Integral Media. Integral Media does not control, and is not liable for, a creator's conduct, content, statements, availability, timeliness, or failure to perform. Integral Media will exercise reasonable care in selecting and briefing creators.
- **Content and Usage Rights:** Usage rights are negotiated with each creator as set out in the Scope. Your rights to reuse creator content are limited to the rights that creator has granted. You must not use creator content beyond the granted rights, term, or channels.
- **Creator Fees:** Creator fees, gifting, and product costs may be charged as Additional Charges or passed through to You, as set out in the Contract.
- **No Guarantee of Results:** Integral Media does not guarantee any particular level of reach, engagement, sales, or return.

4.4.8 Strategy and Advisory Services (Digital Strategy, Customer Journey Mapping, CRM Customisation)

- **Advisory Nature:** Deliverables under these Services are strategic recommendations, plans, maps, or configurations. Their commercial outcome depends on Your implementation and on factors outside Integral Media's control. Integral Media does not guarantee any particular commercial result, revenue, or return on investment.
- **Deliverables and Revisions:** Deliverables are provided in the format and scope set out in the Scope. Revisions or additional work beyond the Scope are billable at the standard hourly rate.
- **CRM Customisation:** CRM Customisation involves configuration and automation of third-party CRM platforms. Such platforms are subject to their own terms and capabilities. You are responsible for all platform licence and subscription costs. Integral Media is not liable for changes made by the platform provider, for platform downtime, or for loss of data within a third-party platform.

4.4.9 Artificial Intelligence (AI) Services – General Terms

These general terms apply to all AI Services and to any Service delivered in whole or in part using AI, including clauses 4.4.10 to 4.4.12.

- **Nature of AI Outputs:** AI Content may be inaccurate, incomplete, out of date, biased, or fabricated ("hallucinated"), and may resemble existing third-party material. Integral Media applies human review and editing as described in the Scope, but does not warrant that AI Content is accurate, error-free, original, non-infringing, or fit for any particular purpose.
- **Human Oversight and Your Approval:** You acknowledge that AI outputs require human oversight. You are responsible for reviewing and approving AI Content before it is published or relied upon. By approving, publishing, or using AI Content, You accept responsibility for that content.
- **Third-Party AI Platform Dependency:** AI Services rely on Third-Party AI Platforms outside Integral Media's control. The availability, pricing, features, models, and terms of those platforms may change, be deprecated, or be withdrawn at any time. Integral Media is not liable for any such change, and Section 13.10 (Third-Party Services) applies. Integral Media operates on a model-agnostic basis and may substitute AI models or tools at its discretion without reducing the agreed Scope.
- **Data Handling:** Your data may be processed by AI tools and Third-Party AI Platforms in order to deliver the Services. You must not provide sensitive, confidential, or personal information to be processed by cloud-based AI tools unless expressly agreed in the Scope. Where inputs are sent to a Third-Party AI Platform, they are subject to that platform's terms. You are responsible for ensuring You have a lawful basis for any personal information processed. Section 13.11 (Data Protection and Privacy) applies.

- **Intellectual Property in AI Content:** You acknowledge that the legal ownership and protectability of AI Content is uncertain and evolving, and that AI Content may not attract copyright or may not be capable of exclusive ownership. Integral Media does not warrant that You will own, or be able to enforce exclusive rights in, any AI Content. Integral Media's proprietary prompts, models, fine-tuning, configurations, and methodologies remain the property of Integral Media (see Section 6). You grant Integral Media a licence to use materials You provide for the purpose of prompting, configuring, or delivering the Services.
- **No Guarantee of Results:** Any performance figures published by Integral Media in relation to AI (for example, illustrative improvements in lead quality or efficiency) are illustrative only and are not guarantees of results for Your engagement.
- **Your Compliance Obligations:** You are responsible for ensuring that Your use of AI Content and AI Services complies with all laws applicable to You, including consumer, privacy, intellectual property, advertising, and any sector-specific regulation. Integral Media exercises reasonable skill and care but does not provide legal advice.

4.4.10 AI Marketing Services

Clause 4.4.9 applies to these Services in addition to the terms below.

- **Automation and Integrations:** Where Integral Media connects and configures Your CRM, advertising, email, and analytics tools into automated workflows, You are responsible for maintaining valid access and credentials to those tools and for all associated third-party subscription and platform costs. Automated workflows act on data as configured; You are responsible for reviewing automated communications and outputs.
- **Handover:** Once workflows and documentation are handed over to Your team, You are responsible for their ongoing operation, monitoring, and cost. Integral Media is not liable for the results of automated workflows once approved or handed over, or for errors arising from the quality of Your data or from changes You or third parties later make to the workflows.
- **AI-Generated Marketing Content:** AI-generated blog posts, ad copy, email, and social content are subject to Your approval before publishing, and to the disclaimers in clause 4.4.9.
- **Predictive Targeting:** Audience segments, forecasts, and predictions are estimates based on available data and are not guarantees of performance.
- **Term:** AI Marketing Services are provided on a month-to-month basis with no minimum term unless otherwise stated in the Contract. Either party may cancel by giving 30 days' written notice to accounts@integralmedia.com.au. Charges are pro rata to the date of cancellation.

4.4.11 Generative Engine Optimisation (GEO / AI Search) Services

Clause 4.4.9 applies to these Services in addition to the terms below.

- **No Guarantee of Citation or Visibility:** GEO seeks to improve the likelihood that content relating to You is cited by AI-powered search and answer engines (for example, ChatGPT, Google AI Overviews, Perplexity, and Microsoft Copilot). These are third-party systems that Integral Media does not control. Their algorithms and citation behaviour change frequently and unpredictably. Integral Media makes no guarantee that You will be cited, ranked, or surfaced by any AI engine, or that any position will be maintained.

- **Factors Affecting Outcomes:** As with SEO (Section 4.4.3), outcomes are affected by Your existing content quality and authority, competition, and platform changes. The SEO disclaimers in Section 4.4.3 apply equally to GEO to the extent relevant, except that the term of GEO Services is as set out below.
- **Client Website Amendments:** As with SEO, Integral Media must be notified of, and approve in writing, any changes You propose to make to the website (including to schema, structured data, or content structure), as such changes may affect how AI engines interpret and cite Your content. Changes made without Integral Media's approval are made at Your own risk and release Integral Media from liability for any resulting drop in citation or visibility.
- **Citation Monitoring:** Citation monitoring and reporting is indicative only. It is sourced from third-party tools and platforms and may be incomplete or delayed.
- **Term:** GEO Services are provided on a month-to-month basis with no minimum term unless otherwise stated in the Contract. Either party may cancel by giving 30 days' written notice to accounts@integralmedia.com.au. Charges are pro rata to the date of cancellation.

4.4.12 AI Platform Advertising (ChatGPT / OpenAI Ads) Services

Clauses 4.4.9 and 4.4.2 (PPC Services) apply to these Services in addition to the terms below.

- **Account Ownership and Billing:** You retain full ownership of, and billing control over, Your advertising account. Integral Media is added as a manager only. This differs from the standard PPC position in Section 4.4.2; where the two conflict, this clause prevails for AI Platform Advertising.
- **Eligibility and Ad Policy:** You are responsible for compliance with the advertising platform's policies. You warrant that Your business and offering are eligible to advertise on the platform. You acknowledge that regulated categories (for example, alcohol, tobacco, gambling, financial services, health, and political advertising) may not be eligible, and that eligibility rules may change.
- **Emerging Platform:** AI advertising platforms are new and evolving. Their features, targeting, availability, and terms may change or be withdrawn at any time, and Integral Media is not liable for any such change.
- **No Minimum Spend or Lock-In:** There is no minimum spend and no lock-in for AI Platform Advertising unless otherwise stated in the Contract. Either party may cancel by giving 30 days' written notice to accounts@integralmedia.com.au; charges are pro rata to the date of cancellation.
- **No Guarantee of Results:** Performance is optimised against agreed business outcomes but is not guaranteed.

5. Client Obligations and Responsibilities

You agree to:

- Provide all necessary content (text, images, data, etc.) in a timely manner as requested by Integral Media to facilitate the delivery of Services. Failure to provide content within 4 weeks of signing this Agreement may constitute a breach.
- Respond to all communications from Integral Media within the agreed timeframes (e.g., 2 Business Days).
- Thoroughly test the Services for any Bugs during the warranty period as specified in Section 8.
- Obtain all necessary rights, licenses, and permissions for any material (text, images, trademarks, etc.) You provide to Integral Media or cause to be published, displayed, or contained within the provided Services, ensuring it does not contain any illegal, unethical, infringing, or defamatory material or activity.
- Ensure that any materials You provide or cause to be published will not infringe the rights of any third party or breach any applicable law.
- Inform Integral Media immediately of any issues or concerns regarding the Services or this Agreement.

6. Intellectual Property

You authorise Integral Media to display Your Services in its portfolio, including but not limited to the portfolio displayed on <https://www.integralmedia.com.au>, any of Integral Media's partner websites, and media releases.

You also agree for Integral Media's or its partners' logo to be placed on the footer of Your website and hyperlinked to any of Integral Media's websites with a "Do Follow" tag.

Subject to the full payment of the Price, the Intellectual Property in the Services (excluding Integral Media's proprietary tools, methodologies, and pre-existing materials) shall be vested in You, and Integral Media thereupon assigns such Intellectual Property to You. Integral Media retains title to all work carried out on behalf of the Client until paid for in full. The vesting of Intellectual Property in the Services does not extend to AI Content, ownership of which is subject to clause 4.4.9.

7. Confidentiality

Each party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or regulatory authority.

Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information.

A party may:

- use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and

- disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this Agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

8. Warranties

8.1 Mutual Warranties

Each party warrants that:

- the execution and delivery of this Agreement has been properly authorised;
- it has full corporate power to execute, deliver, and perform its obligations under this Agreement;
- this Agreement constitutes a legal, valid, and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy;
- this Agreement does not conflict with or result in the breach of or default under any provision of its constitution, or any material term or provision of any law or regulation to which it is a party or subject or by which it is bound; and
- there are no actions, claims, proceedings, or investigations pending or threatened against it or by it of which it is aware and which may have a material effect on the subject matter of this Agreement.

8.2 Integral Media Warranties

Integral Media warrants that:

- it will exercise reasonable skill, care, and attention in providing the Services;
- the Services will not contain any viruses as at the date of activation; and
- the Services will be compatible with Internet Explorer 9 and above, and the latest versions of Mozilla Firefox, Google Chrome, and Safari.
- other than in relation to material included in the Services by You or any third party from time to time, any use of the Services by You in accordance with this Agreement will not infringe the right of any party and will not breach any applicable law.

Integral Media gives no warranty in respect of AI Content, which is provided subject to clause 4.4.9.

8.3 Client Warranties

You warrant that:

- any material which You cause to be published, displayed, or contained within the provided Services will not contain any illegal or unethical material or activity.
- You own copyright or have been granted copyright for all text, images, and materials You provide for the Services.

8.4 Website Warranty Specifics

- It is an implied contract term that Integral Media will deliver a fully functioning Website.
- Delivery of the Client Website takes place once the Website is published "live" on the World Wide Web as a fully functioning Website in accordance with the Client's specifications as detailed in the Services Proposal.
- Any functional issues with the Website will be resolved by Integral Media free of charge within the terms of the Warranty.
- Functional and design changes or additions required post-delivery will be chargeable at the Integral Media standard hourly rate.
- This Warranty does not apply if the Client owes money to Integral Media outside the normal payment terms.
- A 90-day Warranty is supplied with every website.
- The decision about what constitutes a warrantable defect is at the sole discretion and determination of Integral Media.
- Any work provided under warranty shall be completed within a reasonable time as determined by Integral Media.
- Warranties are not transferable to new owners of websites.
- Integral Media reserves the right to terminate the warranty without notice if, in its reasonable opinion, the website is not being used in accordance with its original specifications or purpose.

8.5 Warranty Claim Resolution

Any disputes specifically in relation to warranty claims, if not resolved with the Integral Media account manager, shall be brought to the attention of the Integral Media office manager. The office manager's decision will be final and binding on both parties regarding the scope of the warranty. This internal process is a prerequisite to formal mediation as outlined in Section 12.2.

9. Indemnity

You hereby unconditionally and irrevocably agree to indemnify and keep indemnified Integral Media, its officers, employees, and agents against any and all actions, claims, demands, losses, liabilities, or costs (including legal costs) that arise, or result from, or are connected in any way with the Services, the Hosting, including but not limited to the sale of any product or service via Your Website, except to the extent to which it arises out of any breach by Integral Media of this Agreement.

If the Client orders goods or services in its capacity as trustee of a trust, the Client warrants that it has full power and authority to accept goods and/or services under the Contract for the benefit of the trust, warrants that its right of indemnity against the trust property is unrestricted and will not be adversely affected by the Contract, agrees that it will be bound by the Contract both personally and in its capacity as trustee of the trust, acknowledges that its liability for indebtedness incurred

while a trustee will apply even if it ceases to be trustee of the trust for any reason; and acknowledges that its liability will not be limited to the assets of the trust.

10. Limitation of Liability

To the fullest extent permitted by law, Integral Media excludes all representations, warranties, or terms (whether express or implied) other than those expressly set out in this Agreement.

Integral Media will not be liable for any loss, damage, or alterations to third-party hardware, software, programs, data, and/or information stored on any media, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect, special, punitive, incidental or consequential loss or damage, including loss of data, loss of goodwill, or cost of procurement of substitute goods/services.

Integral Media's total aggregate liability for all claims arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed 35% of the total Price and any Additional Charges paid by the Client to Integral Media under the specific Contract to which the claim relates.

Each party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

If Integral Media's failure to supply is caused by Force Majeure, Integral Media will not be liable to the Client for any loss or damage of any kind sustained by the Client as a consequence.

This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction, or modification of any implied warranties, conditions, or obligations. If such legislation applies, to the extent possible, Integral Media limits its liability in respect of any claim to, at Integral Media's option:

- **In the case of goods:**
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods; or
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired.
- **In the case of services:**
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.

11. Breach and Termination

11.1 Events of Breach by Client

You will breach this Agreement upon:

- failure to have provided content as required within 4 weeks of signing this Agreement;

- contravention of Your obligations pursuant to the Warranties, Indemnity, and Confidentiality terms;
- termination of the Hosting without fulfilling payment obligations; or
- being unresponsive to Integral Media's communication (e.g., failure to respond within 15 Business Days to any form of communication).

11.2 Termination by Integral Media

Integral Media may terminate this Agreement upon the occurrence of any of the events described in Section 11.1, where You have failed to remedy the breach within 14 days of written notice.

11.3 Termination by Either Party

In addition to these clauses, any party may terminate this Agreement by written notice to the other party if any of the following events has occurred in respect to the other party:

- a material breach of this Agreement which is not remediable or if the other party has not remedied within 14 days of written notice; or
- an insolvency event occurs, other than an internal reconstruction with notice to the other party.

11.4 Consequences of Termination

Upon termination:

- The parties are immediately released from their obligations under this Agreement except those obligations contained within the Price, Additional Charges, Warranties, Indemnity, Confidentiality, Intellectual Property, Limitation of Liability clauses, and any other obligations which by their nature survive termination within their contractual period.
- Each party retains the claims it may have against the other.
- You must immediately pay any outstanding Fees.

12. Dispute Resolution

12.1 Internal Resolution

If any dispute or difference arises between the parties concerning this Agreement, the parties must first attempt to resolve the dispute through direct negotiation. Either party may give written notice to the other party of the nature of the dispute. The parties must then, in good faith, seek to resolve the dispute through discussions between senior representatives of each party.

12.2 Escalation to Mediation

If the dispute is not resolved within 14 Business Days of the written notice, either party may refer the dispute to mediation. The mediation shall be conducted by a mediator agreed upon by the parties, or failing agreement within 7 Business Days, by a mediator appointed by the President of the Law Institute of Victoria (or their nominee). The costs of the mediation shall be borne equally by the parties.

12.3 Confidentiality of Disputes and Public Statements

The parties agree that all negotiations, discussions, and information exchanged during the dispute resolution process (including any mediation) shall be confidential and without prejudice to the rights of either party. Furthermore, to maintain professional goodwill and encourage constructive resolution, the Client agrees that, while a dispute is ongoing or after a dispute has been resolved through the process outlined in this Section 12, the Client will not publish, disseminate, or cause to be published or disseminated any disparaging, defamatory, or negative statements, reviews, or comments about Integral Media, its services, employees, or contractors on any public forum, including but not limited to social media, review websites, or online forums. This clause does not restrict the Client from pursuing legal remedies as permitted by law, provided the dispute resolution process has been exhausted or is otherwise deemed ineffective.

13. General Provisions

13.1 Notices

All notices must be in writing and can be given by:

1. Hand delivery between the hours of 9:00 AM and 4:30 PM AEST;
2. Registered post; or
3. Email to the addresses specified in the Contract.

A notice is deemed to be given and received:

- If delivered in accordance with clause 1, on the next Business Day after delivery;
- If sent in accordance with clause 2, in 5 Business Days after the day of posting;
- If delivered in accordance with clause 3, on the next Business Day after sending.

13.2 Relationship

Nothing in this Agreement creates any relationship of partnership or agency between the parties.

13.3 Severability

If a provision is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

13.4 Further Assurances

Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

13.5 Entire Agreement

This Agreement and the Scope together form the entire agreement between the parties about its subject matter and supersedes all other representations, arrangements, or agreements. Except as

expressly set out in this Agreement or the Scope, no party has relied on any representation made by or on behalf of the other.

13.6 Waiver

Unless otherwise expressly stated in the Contract, no waiver or relaxation in whole or in part of any of the terms and conditions of the Contract will be binding on Integral Media unless in writing and signed by a Director of Integral Media. Any such waiver or relaxation shall be limited to the term or condition and occasion in question.

13.7 Force Majeure

A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that its failure is caused by a Force Majeure event, provided that the party so affected keeps the other party closely informed and uses reasonable endeavours to rectify the situation. Without limiting any other right to terminate under this Agreement, if Force Majeure affects a party's performance under this Agreement for a period of more than 30 consecutive days, the other party may immediately terminate this Agreement by written notice.

13.8 Public Holidays

Any action or thing that falls due to be done on a day that is not a Business Day will fall due on the next Business Day.

13.9 Governing Law and Jurisdiction

This Agreement is governed by the laws of Victoria, Australia, and each party submits to the exclusive jurisdiction of the courts of Victoria.

13.10 Third-Party Services

Integral Media may use third-party services or products in the provision of the Services. The Client agrees to be bound by the terms and conditions of such third-party providers where applicable, and Integral Media will endeavour to notify the Client of such terms where reasonably possible.

13.11 Data Protection and Privacy

Each party agrees to comply with all applicable privacy and data protection laws regarding any personal information processed in connection with this Agreement.