

Integral Media Pty Ltd - Terms & Conditions

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.
- **"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.

- **"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; Search Engine Optimisation; Content Writing; iPhone App Design and Development; Google Adwords / PPC Services; Conversion Tracking; Domain Name Acquisition; Hosting; Technical Support; Training; Consultancy.
- **"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.
- **Minimum Term:** There is a minimum 4-month term on all campaigns unless otherwise stated on the Contract.
- **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.
- The standard term of an SEO contract is for 6 months. Any variations to a shorter contract period must be signed off by Integral Media's management prior to the agreement being signed.
- **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.
- **Cancellation:** The SEO contract will continue after the initial term on a month-by-month basis unless cancelled by the Client in accordance with Integral Media's standard terms and conditions, providing a minimum of 30 days' notice in writing to accounts@integralmedia.com.au.

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.

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.

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.

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.