

**firstmove**  
**Digital**



# SERVICES TERMS AND CONDITIONS

## SERVICES TERMS AND CONDITIONS

We, the “Company” – is engaged by the Client to provide the Services.

You, the “Client” – engages the Company to provide the Services.

1. Your contract with us (“Contract” or “Terms” or “Agreement”) for each service or services is made up of:

- 1.1. The General Terms & Conditions;
- 1.2. The Service Terms relevant for your Service/s (“Service Terms”);
- 1.3. Our Privacy Policy.

2. Website design services

- 2.1. The Company shall deliver web and design work (“Web Design Services”) as outlined in the Contract. Where
- 2.2. the Company is developing a new website, the website will be developed and optimised for the most current browsers. Full care is taken to test the function and style of the website in older browser versions, yet we cannot guarantee full 100% compatibility for all browsers.
- 2.3. For compatibility with specific browsers/versions additional costs will apply. Please note that not all visual elements can be reproduced the same across each browser as some browsers do not support the latest CSS3 / HTML5 elements.
- 2.4. The Client will be granted access to the Content Management System (“CMS”) for the purposes of uploading content and maintaining the site. Upon receipt of full payment, The Client will inherit full rights and ownership of the website and its design. Until such time the website will be hosted on the Company’s servers and the site may not be copied or replicated and no ftp access will be granted.
- 2.5. The title of all goods produced as a result of this project does not pass to the Client (or its separate Clients) until all money owed to the Company by the Client has been paid. The website will be hosted on the Company’s server until full payment is received.
- 2.6. The Client indemnifies the Company and its subcontractors against any and all claims, lawsuits, costs and expenses, including reasonable legal costs, arising in connection with the website. This indemnification includes but is not limited to content obtained by the Company on behalf of the Client (“Web Site Content”). The Company reserves the right to terminate the agreement in any of the following circumstances:
- 2.7.
  - a. The Client does not contact / respond to requests by email or telephone within ten (10) working days
  - b. The Client deviates from the signed brief without paying additional fees as quoted by the Company on additional work required
  - c. The Client fails to provide content and any additional information requested by deadlines stated. In the event of any of the above stated occurrences, the Company may terminate the agreement with written notice to the Client. No refunds whatsoever will be made to the Client, and the Company will retain funds received. Should the Client wish to resume the agreement, a written request must be sent to the Company for consideration within ten (10) working days of receipt of the termination notice.

Post-Implementation Warranty (28 days)

- 2.8. The Fees for website development include the provision of a limited warranty for a period of 28 days following website launch (“Warranty Period”).
- 2.9. The warranty covers a 28-day period and commences from the date of the client approves and launches the website. The warranty includes any issues raised within this time that were part of the original development and scope. It does not include any bugs caused by a new version of the targeted website’s hosting environment, client’s browser updates or update to a third-party API.

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- 2.10. It is the responsibility of the client to collate a list of bugs as above and provide them to the Company before the end of the Warranty Period. The project manager will schedule a date for when the bugs will be addressed. The client will be provided with a release candidate build to verify that the bugs have been rectified, after which the website will be published to the live environment.
- 2.11. In the event that the Company does not receive any final changes to be made to the site from you within 10 (ten) working days of having requested such details from you, the final payment will instantly become due and payable and the Company will hand over your site to you.

**Cancellation and Termination**

- 2.12. Should you terminate the service prior to completion you will be charged an early termination charge as follows:

Date of Cancellation	Termination Fee
Before you receive the first draft of the website design	50% of Total Contract Value for a Fixed Term Contract
After you receive the first draft of the website design	80% of Total Contract Value for a Fixed Term Contract
After completion of the design review process	Total Contract Value for a Fixed Term Contract

- 2.13. The Client agrees that should the Company undertake the Web Design Services dependent on third party services, including but not limited to 3rd party APIs, website services and libraries (e.g. Twitter API, Google Maps API, Facebook API), the Company cannot be held responsible for changes made to the third party service in question. This includes, but is not limited to, removal of support services, or changes the way in which a service is implemented. Should any further work be required as a result of such a change, the Company will be required to quote and charge for the additional work on a case by case basis. There are no refunds available on Web Design Services provided by the Company.
- 2.14. The client is expected to respond to all requests and queries made by the Company. The Company will provide deadlines for the expected response if it is required in less than five business days. If no deadline is provided, then the default of five business days is applied.
  - a. If no response is provided within this timeline, it will be assumed that the client accepts the Company's recommendation / position on the matter, work will continue and the client will be billed accordingly.
  - b. No response from the client after a period of ten business days from the initial query may result in project cancellation, with the client being charged for all work done to date.

**3. Search Engine Optimisation services (SEO)**

SEO Services means the Search Engine Optimisation (SEO) services supplied by us to you for the purpose of having the website found and listed by search engines for the key phrases in searches and attempts to improve the ranking of the website ("Your Web Site") in the search engines when the key phrases are searched.

- 3.1. You and the Company shall agree on the key phrase or key phrases (depending on the SEO Services that you have elected to obtain from us) in respect of which we will provide the SEO Services (as the context requires, depending on the SEO Services that you have elected to obtain from us) ("Agreed Keyphrase/s"). You hereby
- 3.2. authorise us to develop a link exchange program whereby links to and from Your Web Site, and other websites and/or industry guides and/or directories, are established, and you hereby appoint us as your agent for this purpose. We agree to use all reasonable commercial endeavours to ensure that we do not insert links to and from Your Web Site to or from obscene, defamatory or sexually explicit websites and/or industry guides and/or directories.
- 3.3. You acknowledge and agree that:

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- a. search engines vary in the time taken to index and include website submissions in their search results and that it may take several months for the performance of the SEO Services to have any noticeable effect on Your Web Site's rank or position in the search result of search engines;
- b. search engines may vary their search and ranking algorithms and policies at any time, refuse to accept the submission of any website or otherwise exclude any website from their directories at any time without reason; and
- c. it is possible for the rank or position of Your Web Site in the search results of search engines to decrease due to factors beyond our control, including changes in the algorithms and policies of search engines as referred to above, the optimisation and submission of competitor websites and competitors paying search engines to advertise or favour their websites, and
- d. the extent and amount of optimisation changes we make to your site may be limited by the particular structure of your website and its content management system
- e. we do not have any control over search engines and are not responsible for any delay in the performance of the SEO Services caused by the conduct of any search engines, nor the impact of any of the above on you or your business.

**Pause, Cancellation and Termination**

- 3.4. You may enact a pause to the campaign of whereby all work and service is suspended for the duration of the pause period subject to the following:
  - a. One (1) pause is available during the contract period.
  - b. A pause may last no more than 3-months.
  - c. The pause period and shall equal 1-month.
  - d. A fee equal to 13.5% of the monthly fee for the service will be payable in advance.
  - e. For each pause enacted the term of the agreement will be automatically extended by a period equal to the period of the pause.
  - f. Any warranty, guarantee or progress milestones offered in conjunction with the service will be immediately voided. You understand and acknowledge that a pause to an ongoing SEO campaign can adversely influence the rankings of the website.
- 3.5. You may terminate the SEO Service at any time after the initial contract term by providing one (1) months prior written notice. Refunds do not apply for cancellations.
- 3.6. If you terminate the service prior to completion of the contract period you will be charged an early termination charge.

The early termination fee represents the difference between the consideration (the value of work done) and the payment received to the point of termination. Due the nature of the service this disparity is greater at the commencement of the campaign than at the conclusion.

The Consideration is calculated as follows;

Term of Agreement	Termination Fee
Up to 6-months	Consideration equals 28% of the full contract value for the service plus 12% of the full contract value for the service for each month past of the contract period.
More than 6-months	Consideration equals 28% of the full contract value for the service plus 6% of the full contract value for the service for each month past of the contract period.
Month-to-Month	Subject to notice period.

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3.7. You understand and agree that after termination or expiration of this agreement, any or all off-page activities used to provide the Services to you may be suspended, cancelled or removed. You agree that the Company is not liable to you for any costs, loss or damages arising from any actions or omissions of the Company following termination of the Services.

**4. Pay Per Click Services (PPC)**

- 4.1. The PPC Services includes the creation, customisation of advertising campaigns utilising pay per click mediums including but not limited to Facebook, LinkedIn, Google and YouTube and ongoing support and management of the PPC campaign subject to payment of the monthly Fees.
- 4.2. Access to the advertising platform account will be limited for the duration of your campaign to ensure we are able to fully control and optimise your campaign outcomes. This means that you will not be provided account access unless this is 'read only' access.
- 4.3. You acknowledge that we have no control over the advertising policies of the Advertising platforms with respect to the sites and/or content that it accepts now or in the future. Your campaign may be rejected or excluded at any time at the sole discretion of the platform in line with their policies.
- 4.4. We will use best endeavours to ensure that your advertisements performance, however we make no warranty that the PPC Service will generate any increase in sales, business activity, profits or any other form of improvement to your business.

**Pause, Cancellation and Termination**

- 4.5. During the term of the agreement you may enact a pause to the campaign of whereby all work and service is suspended for the duration of the pause period subject to the following:
  - a. One (1) pause is available during the contract period.
  - b. A pause may last no more than 3-months.
  - c. The pause period shall equal 1-month.
  - d. A fee equal to 13.5% of the monthly fee for the service will be payable in advance.
  - e. For each pause enacted the term of the agreement will be automatically extended by a period equal to the period of the pause.
- 4.6. You may terminate the PPC Service at any time after the initial minimum term by providing one (1) months prior written notice. Cancellation will automatically terminate all access to the campaign. Refunds do not apply for cancellations.
- 4.7. In the event that you terminate the service prior to completion of the contract period you will be charged an early termination charge.

The early termination fee represents the difference between the consideration (the value of work done) and the payment received to the point of termination. Due the nature of the service this disparity is greater at the commencement of the campaign than at the conclusion.

The Consideration is calculated as follows;

Term of Agreement	Termination Fee
Up to 6-months	Consideration equals 28% of the full contract value for the service plus 12% of the full contract value for the service for each month past of the contract period.
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Month-to-Month	Subject to notice period.

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- 4.8. On cancellation or termination of the PPC Service, all licenses granted to you under this Contract shall immediately terminate.
- 4.9. In addition to any other obligation in this Contract, upon cancellation or termination of this PPC Service, we may delete all data, including any PPC Content, files (including, without limitation, email files, if applicable) from our systems (including any storage media) without any liability to you whatsoever.
- 5.0 Content Creation Services
- 5.1 The Content Creation Services includes the creation and customisation of content whether graphical or written.
- 5.2 Client Content means all text, data, graphics files, videos and sound files, and other materials contained in the website or as otherwise owned or created by the Client in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Client.