

ASPIRE STUDIO TERMS & CONDITIONS

THE ASPIRE STUDIO TERMS & CONDITIONS IS QUITE THE LENGTHY DOCUMENT AS IT IS A COMBINED TERMS AND CONDITIONS AGREEMENT AND COVERS ALL OF ASPIRE STUDIO'S SERVICES. FOR EASIER NAVIGATING BOLD HEADLINES DISTINGUISH THE RELEVANT SECTIONS SUCH AS CONTENT, DIGITAL MARKETING AND PAID ADVERTISING (PPC).

CONTENT AGREEMENT

Aspire Studio is a digital marketing studio offering photographic services with integrated ad creatives, social media and paid advertising management.

This Content Agreement (the "Agreement") is between Aspire Studio ABN 23 646 218 512 (the "Aspire Studio", "Agency") and you (the "Client").

Please read this document carefully as it describes the terms and conditions of engagement of creative services by Aspire Studio.

You are deemed to have read and accepted the Terms and Conditions contained in this Agreement by clicking "I Agree" and/or continuing to accept and engage the services of Aspire Studio.

Please contact us at hello@aspirestudio.com.au if you have any questions about this Agreement.

TERMS AND CONDITIONS

1. Services

1.1. Aspire Studio offers an extensive range of photography and styled social media content. Please refer to your Invoice to confirm details of service inclusions to which these terms and conditions apply.

1.2. The current core services include but are not limited to the following:

1.2.1 Photography & Videography Services

1.2.2 Social Media Services

1.2.3 Advertising and Graphic Services

1.2.4 Paid Advertising Services

1.2.5 Any other services as per quote

1.2.6 The fees detailed above are for use on your digital platforms only.

1.2.7 Express permission and additional licence fees apply for the use of images in print and other media advertising.

1.2.8 For further permissions and licence information, please contact us at.

2. Pricing and payment

2.1 All prices for services and all payment plans offered by Aspire Studio exclude GST.

2.2 All services are invoiced directly to you. Please refer to your Invoice for details of your selected services to which these terms and conditions apply.

Payment Terms

2.3 Photoshoots

2.3.1 A 50% non-refundable deposit is required to confirm your booking.

2.3.2 Re-shoot fees are charged at \$200/hour.

2.3.3 Extra costs for a model, styling/sourcing (if required), deep etching and complex retouching will be confirmed at the time of the request.

2.4 Payment for all services is accepted by Bank Transfer and Credit Card.

2.5 Credit Card payments will incur a merchant fee of 1.75%, which will be reflected in your Invoice.

2.6 We reserve the right to change service offerings and prices at any time. Please check the website to confirm current prices or email hello@aspirestudio.com.au

2.7 Deposit payments must be made before the shoot.

2.8 Full payment is required before delivery of image files.

Urgent requests

2.9. Aspire Studio reserves the right to charge a fee of up to 50% premium on any service fee requested on an urgent basis.

File retrieval

2.10. Aspire Studio reserves the right to charge \$100.00 to process any file retrieval request received 90 days from the booked photoshoot.

2.11. Purchase of ongoing (including monthly, bi-monthly, quarterly) services requires the Client to pay the first instalment to Aspire Studio upfront during the checkout process. After this, an automatic recurring payment plan will be created for the Client and payments will be withdrawn monthly reflecting the Client's checkout date. Failure to clear funds from the Client within 7 days of the payment schedule will incur late fees. Once the Subscription has been purchased by the Client all automatic payments are non-refundable.

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3. Photoshoot Scheduling

You understand and agree:

3.1 All bookings are to be confirmed by you via email and must include:

- a. Your contact details or your company representative's contact details (mobile phone number and email address and ABN)
- b. Payment notification of the required deposit to secure your requested service booking.
- c. All subscription packages purchased by the Client include the following services:
 - On-site shooting
 - Studio photoshoots
 - Off-site post-production editing
 - Client liaison
- d. Should the Client require creative direction, producing, model casting, team assembly, prop sourcing or location scouting they are to inform Aspire Studio during normal business hours via email, Monday to Friday, 9am-4pm AEST. These are all additional services that can be provided to the Client at a set fee.
- e. The Client is responsible for the provision of a shot list to Aspire Studio that serves as a checklist for all deliverables required to be provided to the Client. Failure to provide an itemised shot list to Aspire Studio prior to the shoot could result in an unsatisfactory product/shoot at the cost of the client. If the Client requires Aspire Studio to re-shoot, this will be at the expense of a subscription payment or an additional service fee.
- f. Scheduling of all ongoing shoots are the sole responsibility of the Client and are to be scheduled using the scheduling system provided.
- g. Aspire Studio will not be liable for any shoots that are left unscheduled by the Client. If the Client fails to schedule his/her shoot in before expiring, the client will not be compensated by Aspire Studio. All subscription shoots are non-refundable.
- h. All Clients are provided a month or period to schedule and shoot allocated photoshoots based upon their purchased package. If the Client fails to book their shoot in, then the shoot expires for that period. Shoots are non-refundable.
- i. Cancellation of a scheduled photoshoot requires the Client to give Aspire Studio 48 hours notice in advance and in writing during business hours. Upon Cancellation the Client will be required to re-book a preferred date. Aspire Studio will not be liable for shoot availability in the scheduling system used by the Client due to last minute cancellations or rescheduling, particularly in conjunction with other scheduled Client bookings.
- j. In the unlikely event of rain or unforeseen weather circumstances, the Photoshoot may be postponed until a later date. Aspire Studio's decision is final and can be made on the morning of the photoshoot. This is in the best interest of the client so photoshoots and deliverables can be executed to a satisfactory level for the Client.

Rescheduling

3.14 Any request to reschedule a photoshoot must be made in writing.

3.15 Where a request to reschedule is made more than seven (7) days from the date of the photoshoot, a date may be rescheduled without penalty, and no rescheduling fee will apply.

3.16 Where a request to reschedule is made within seven (7) days of the photoshoot, a reschedule of \$200 applies.

3.17 Every effort will be made to accommodate your preferred reschedule date; however, your preference is not guaranteed and will depend on availability.

3.18 From time to time, Aspire Studio may need to reschedule a photoshoot. In such cases, a mutually convenient reschedule date will be negotiated with the Client.

Product photography

3.2. All products required for the photoshoot must be shipped or delivered to Aspire Studio.

3.3 While Aspire Studio will exercise the utmost care in handling your products, some products may be opened/damaged during the creative process.

3.4 Additional charges may apply to cover the return cost of the products.

3.5 Products can be stored for up to 14 days after the shoot.

3.6 You are responsible for collecting the products or arranging return shipping within 14 days of the photoshoot.

3.7 Unclaimed products will be disposed of by Aspire Studio after 14 days and at our discretion.

3.8 All content and product/s required by Aspire Studio must be provided before the photoshoot. Failure to provide content and products on time will result in a reschedule of the photoshoot.

3.9 While every effort will be made to reschedule to the date preferred by the Client, Aspire Studio does not guarantee that a requested reschedule date will be available.

3.10 Aspire Studio is not responsible for the late delivery of services due to a delay caused by the Client.

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Communication

- 3.11 All communication about bookings, photoshoot bookings and any other matter is to be via email only.
- 3.12 Aspire Studio will not be responsible for communication via any other method or platform.

Model Release

- 3.19 A Model Release and or Parental consent may be required. Upon request, you agree to provide the following documents to Aspire Studio at the time of payment of content creation service:
 - a. Signed and dated Model Release (Schedule A – Model Release); and /or
 - b. Parental Consent (Schedule B – Parental Consent)

4. Delivery

- 4.1 Image proofs (proof sheets) are provided within seven (14) working days of the photoshoot.
- 4.2 Upon approval of the proof sheet and payment of the balance of any fees due, final images will be delivered to the Client within seven (14) working days.
- 4.3 All Subscription Clients are allocated a selection of Images per hour from their photoshoot depending upon their package purchased with Aspire Studio. These selections will be made from an online gallery that will be delivered to the Client via email up to 2 weeks after their photoshoot has taken place. Extra selections are available to the Client at an extra fee of \$40/image + GST.
- 4.4 All edited files will be delivered by Aspire Studio to the Client via Dropbox or Google Drive and Email within 48-72 hours upon receiving selections back in writing. If additional images have been purchased by the Client they are required to process the additional payment before receiving all of the imagery back from their shoot.
- 4.5 Should the client require images sooner than the 2-week turnaround an express edit option is available at an additional fee of \$100 + GST. The client is required to notify Aspire Studio of this request before arriving on-site for the shoot.
- 4.6 Aspire Studio may however inform the client of changes to delivery timings 2 weeks prior to the shoot. Delivery timings given to the Client by Aspire Studio are based on an estimation and can be subject to change at any given time.
- 4.7 Upon accidental loss or destruction of content by the Client after delivery, a re-delivery fee will be incurred.

5. Amendments and revisions

You understand and agree

- 5.1 Aspire Studio will provide one round of revision of images identified as non-conforming to the description provided in the Client brief.
- 5.2 Additional fees will apply where the Client request further changes and amendments to the images after revision.
- 5.3 Additional work will be invoiced at an hourly rate determined at the time of the request.

6. Refund and cancellation policy

- 6.1 Aspire Studio provides a professional service with quality content based on detailed briefs and does not offer refunds for professional services.
- 6.2 There is no refund for a change of mind.
- 6.3 Where a Client is genuinely unhappy with the final images and provides reasonable and detailed reasons for their dissatisfaction evidenced by their brief, the Client may be offered a re-shoot, at our discretion entirely, to rectify any issues at no extra cost to the Client.
- 6.4 Where an offer for a re-shoot is declined, there is no refund.
- 6.5 Where an offer for a re-shoot is declined, the Client is permitted to use the images provided.
- 6.6 Package estimates provided by Aspire Studio to the Client are valid for six (6) months from the date of purchase. The Client may upgrade to a package of higher value. The Client however cannot downgrade from an existing package until after the minimum term is completed.

- 6.7 When the Client uses finalised images on Social Media Platforms or in publications, it's appreciated where possible that photographer credit is given as listed below:

Social platforms - @aspire_studio_

Publications - Aspire Studio

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Cancellation

6.8 Where a Client wishes to cancel Aspire Studio's services, the Client must notify Aspire Studio in writing via email. With 72 hours' notice.

6.9 The 50% deposit fee paid at booking is non-refundable.

6.10 There is no refund at any time for a change of mind.

6.11 There is no refund if you fail to meet your obligations under these terms and conditions.

6.12 Cancellation of subscription. If the client has engaged Aspire Studio to provide services, the Client may notify Aspire Studio in writing (during normal business hours, 9am-4pm AEST) that the Client does not require the Services to be provided on that date ("the cancellation"). The Subscription package for the Client will cease one month from the date of received notice as specified above.

6.13 If notification of the cancellation is provided outside of normal business hours, it is deemed to have been provided at the commencement of the following business day.

6.14 Cancellations engaged by the Client must be initiated after the minimum term period specified by Aspire Studio. The Client's one month notice period is a paid notice period to the same value of the Clients monthly subscription payment and will be automatically debited by Aspire Studio. Once the cancellation payment has been received from the Client, the subscription provided by Aspire Studio will cease.

6.15 The Client shall not unreasonably withhold acceptance of, or payment for their package.

7. Intellectual property rights and usage

You understand and agree:

Client usage

7.1 All content materials, including but not limited to proofs, digital files, printed images, and documents, shall be the exclusive property of Aspire Studio.

7.2 Aspire Studio grants the Client a non-exclusive, restricted and perpetual licence to use all content produced for business use only.

7.3 The Client shall only use the including digital files, in accordance with the permissions within this agreement.

Reproduction and modification

7.4 The Client shall not submit images to competitions or exhibitions, modify images in any manner, reproduce any image for commercial use or authorise any reproductions by parties other than Aspire Studio.

7.4.1 Where Aspire Studio Provision of Services involves Photography or Retouching, Aspire Studio standard included license of the Images to the Client covers use of the final edited images only, for distribution worldwide via the internet or public display only, for an agreed usage period time frame. Images may be distributed on Social Channels and Web use. For Advertising usage, such as billboards, further fees are applicable to the Client and will be agreed upon and paid in full before distribution.

7.4.2 Aspire Studio reserves the right to subcontract any Services that Aspire Studio has agreed to perform for the Client as Aspire Studio sees fit.

Commercial use

7.5 The Client is strictly prohibited from using the images produced by Aspire Studio for any other commercial purpose such as the use of the image for advertising campaigns to include "out of home" advertising, commercial television, print campaigns or third party use, other than for their own business unless a licence or assignment for fee agreement is entered into between the Parties.

7.6 For license enquiries, please email Aspire Studio.

Digital file print release

7.7 If Aspire Studio provides a digital file print release, the Client must act in accordance with the release.

7.8 The high-resolution images provided to the Client are only for business use.

Image use on social media

7.9 The Client shall not copy, download, screenshot, share or capture the photographs in any other fashion.

Image selection for release

7.10 Aspire Studio retains the right to select photographic images for release to the Client.

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Permitted use

7.11 Aspire Studio retains the right to include finished images in its professional marketing and portfolio.

Third Parties

7.12 No licence to use images is granted to any third party.

7.13 Any usage of the images by a third party is strictly prohibited unless approved in writing by Aspire Studio.

7.14 Written permission may be requested by email.

7.15 Upon unforeseen circumstances such as family emergencies or sickness, rescheduling will be required and organised by Aspire Studio in conjunction with the Client. However, Aspire Studio will not be liable for any compensation, If the services provided are unable to be rescheduled. In circumstances of sickness whereby Aspire Studio is unable to carry out services or those services are unable to be postponed until a later date, it is the responsibility of the Client to source an alternative replacement. Aspire Studio will not be liable for any extra fees incurred by these third party contractors.

7.16 All Materials are used and stored by Aspire Studio solely at the Client's risk and Aspire Studio is under no obligation to insure any Materials. Aspire Studio will not be liable in respect of any loss of the Materials arising out of the action of any person not employed or engaged by or associated with Aspire Studio even though such person is present during and involved with the performance of the services.

7.17 Raw Images and edited files will be retained for up to twelve (12) months only and then will be disposed of, deleted or erased. If at the end of twelve (12) months services have not been paid for, Aspire Studio reserves the right to dispose of all Raw files and finished works.

7.18 If the Client chooses to purchase additional images prior to the end of the twelve (12) months, they can do so for an additional fee of \$40/Image + GST.

7.19 The Client may purchase raw files in viewable format for an additional fee. If the Client requires these files they must pay Aspire Studio an additional fee of \$500 + GST.

7.20 Whilst all reasonable care and preparation is taken for photography and editing, Aspire Studio will not be liable for any compensation except for return of that particular shoot payment, should a failure occur in all or any of the electronic equipment used

7.21 The Client acknowledges and agrees that:

Aspire Studio will have a lien on Materials provided by the client; and

No title in the Services manufactured, produced, duplicated, or otherwise provided by Aspire Studio will be transferred to the Client until the Client pays all the amounts due to Aspire Studio in full. The Client acknowledges and agrees that upon payment of all outstanding invoices due to Aspire Studio, the Client is entitled to receive the finished works, but has no entitlement to the working files of Aspire Studio. The Client acknowledges and agrees that the content, views and opinions expressed in the finished works produced for the Client by Aspire Studio are solely those of the client. The finished works are intended to represent the opinion of the Client and in no way reflect the views of and opinions of Aspire Studio, its employees and subcontractors.

7.22 All Subscription Clients are bound by the minimum term of their package purchased from Aspire Studio. Should the Client wish to cancel their subscription before the end of their minimum term, they are to pay Aspire Studio out the balance of their minimum term, including their additional one month notice period.

Content Creation Packages - Three (3) month minimum term

Social Media Packages - Three (3) month minimum term

Paid Advertising - Three (3) month minimum term

TERMS & CONDITIONS

DIGITAL MARKETING SERVICES

Terms & Conditions for services offered by Aspire Studio

Services

- a) Aspire Studio agrees to provide the Services to the Client as set out in the Quotation on a non-exclusive basis. The parties agree that the Services do not include any services or deliverables not specifically described or mentioned in the Quotation or not otherwise agreed to in writing by the parties.
- b) Notwithstanding conditions listed in Clause 16 (a), (b) & (c), changes in services provided by Aspire Studio to the client may be requested by the client with not less than 14 days written notice provided. Fees will continue to be charged as per agreed until such notice has been received and the 14 days term has taken effect.

Prices and Quotations

- a) Unless otherwise agreed to by Aspire Studio, any Quotation is open for acceptance for 30 days. Acceptance of the Quotation must be in writing and signed by the Client (at which time it is binding). Until the Quotation is accepted, Aspire Studio reserves the right to withdraw or vary any part of such Quotation.
- b) Any estimated date for completion of the Services as specified in the Quotation is based on the best estimates of Aspire Studio at the time of Quotation and is not binding. The fees specified in the Quotation are also estimates and may be varied as per these terms and conditions.
- c) The fees specified in the Quotation are quoted inclusive of any GST.
- d) Google Ad Spend Credit terms and conditions available [here](#)

Fees

- a) The Client must pay the Fees for the provision of the Services.
- b) Fees will be invoiced monthly to the Client in advance for the Services to be provided in the following month. Payment may be made by Direct Debit via a nominated bank account OR debit/credit card.
- c) The Client must pay all invoiced fees and expenses to Aspire Studio within 7 days of receipt of the invoice relating to those fees.
- d) If Aspire Studio's invoices are not paid within 7 days then until paid in full Aspire Studio shall at their discretion be entitled to charge interest on the overdue amount. For Aspire Studio invoices that remain outstanding for over 30 days, Aspire Studio shall be entitled to add a flat rate of 10% of the outstanding amount due to the outstanding amount on a monthly basis until fully paid.
- e) The Client authorises Aspire Studio to charge the Client's debt card or credit card (as applicable) to recover the invoiced fees.
- f) Without limiting the above, where payment for invoiced fees is not received by Aspire Studio within 7 days from the date of invoice, Aspire Studio may in its absolute discretion, without limiting any other rights available at law; (i) suspend provision of the Services; (ii) institute legal action for recovery of outstanding balance and costs incurred, including legal costs; and/or (iii) require the Client to pay cash on delivery for further products or services, and Aspire Studio shall not be liable to the Client for any loss or damage resulting directly or indirectly from such actions.
- g) The Client acknowledges that invoices for Fees cannot be allocated to specific campaigns, ad groups, keywords, products or services, and the Fee will be levied at an overall management level covering all Services provided to the Client. Where a client has not used all campaigns available in the agreed monthly management package, the Client acknowledges the full agreed management package will still be applicable for invoicing to cover software subscriptions and dedicated hours allocated in advance for the team workflow.
- h) The client acknowledges that management fees agreed to will continue to be charged on a recurring monthly basis until a written termination with 30 days notice is received by Aspire Studio regardless of whether ads are running or not. Failure to provide written termination notice or no response from the client in regards to communications from Aspire Studio will continue to incur management fees as agreed.
- i) The client will provide a valid credit card directly to the advertising platform for payment of advertising spend direct to the provider. Failure to do so or failure by the client to have sufficient funds available may result in the client's ad campaigns being paused and Aspire Studio shall not be liable to the client for any loss or damage resulting directly or indirectly from such actions. Ongoing outstanding accounts with Google may result in the client's account being suspended.
- j) Calendar dates for workshops are exclusively reserved and only confirmed once payment is received in full. Workshop refund policy: Payment is 100% refundable 14 days prior to the event and 50% refundable 7 days prior to the workshop. Less than 7 days notice of cancellation will not receive a refund.

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Commencement

(a) Subject to payment being made in accordance with these terms and conditions, Aspire Studio will use its best endeavours to ensure that the Services are commenced and, subject to unforeseen circumstances arising, completed within the time period set out in the Quotation.

(b) If no time period is specified in the Quotation then Aspire Studio shall perform the Services in a commercially reasonable time period. Aspire Studio shall advise the Client of any anticipated delay in the commencement or completion of the Services upon such delay becoming apparent to Aspire Studio.

(c) In the event the Services are not completed by the date provided for by this clause or the Quotation, the Client acknowledges that it shall not be entitled to any damages (liquidated or otherwise) in respect of such delay

(d) Delays in the provision of services due to the Client failing to provide the agreed information or other business delays including website launch, product updates or rebranding will result in the monthly management fee being charged as agreed for software subscriptions and dedicated time allocated in advance in the team workflow.

Provision of Services

(a) The Client acknowledges and agrees that the Services will be provided by Aspire Studio to the Client: (i) at Aspire Studio's discretion within the agreed budget and any agreed timeframe specified within the Quotation; (ii) in a professionally competent and workmanlike manner; (iii) based on the Client Provided Materials and using Aspire Studio's own analysis, professional judgment and interpretation of the Client Provided Materials; (iv) using any best practice methods that Aspire Studio considers appropriate; (v) in accordance with, and subject to, any other policies or standards relating to the provision of the Services; (vi) in accordance with, and subject to, the terms and conditions and standards of the relevant Social Platforms; and (vii) that Aspire Studio retains an absolute right of refusal in relation to all advertisers and campaigns.

(b) The Client acknowledges and agrees that the following are preconditions to the provision of the Services: (i) the Client must have an existing website and/or web page; (ii) the Client must provide Aspire Studio with current contact details; (iii) the Client must provide Aspire Studio with all relevant business information to assist in carrying out the Services; (iv) the Client must meet the Facebook Product Guidelines in relation to the content and Aspire Studio may edit the Client's copy keywords or suspend any listing which are deemed by Aspire Studio (acting reasonably) to be in breach of the Facebook ad Product Guidelines;

(c) To the extent that the Client's existing website is based on content owned by a third party, the Client warrants that all necessary approvals and consents have been obtained for the use of such content in the Client's website.

(d) The Client may suspend the provision of the Services by Aspire Studio for a period up to 90 days by written notice and the Client agrees that the monthly management fee currently existing will continue to be payable during any period of suspension.

Reliance on Services

The Client acknowledges and agrees that:

a) Aspire Studio provides no guarantee as to any particular outcome of the Services, including in relation to any increased business, online leads or search engine positioning;

b) the Services will be provided based on the Client Provided Materials and to the extent (if any) that the final or actual product, outcome or circumstance is different than those as provided in the Client Provided Materials, then the outcome of the Services may differ from those final or actual product, outcome or circumstance;

c) all reliance on the Services and any information or advice provided in connection with the Services is at the Client's own risk; and

d) the Client is responsible for its own business decisions and must make its own independent assessment of the risks, benefits and suitability of any act, action, undertaking, venture or transaction contemplated by or in connection with the Services and any information or advice provided in connection with the Services.

Exclusion of Liability

To the maximum extent permitted by law Aspire Studio excludes all liability for any claims, expenses, losses, damages and costs (including any incidental, special and /or consequential damages or loss of profits) made, suffered or incurred by the Client:

a) as a result of any delays in commencing or completing the Services for any reason;

b) any reliance by the Client on any outcomes arising from the provision of the Services;

c) as a result of any loss of business or negative publicity or decrease in lead generation or search engine positioning caused by the provision of the Services (except to the extent that such loss is caused solely and directly by the negligence of Aspire Studio);

d) as a result of any information in the Client Provided Materials being incorrect, inaccurate, inadequate or incomplete;

e) Aspire Studio being unable to read or access any of the Client Provided Materials;

f) as a result of a Force Majeure Event; or

g) otherwise in connection with the undertaking of the Services by Aspire Studio, notwithstanding any negligence by Aspire Studio, its directors, officers, employees, agents or subcontractors.

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Limitation of Liability

To the maximum extent permitted by law, if and to the extent that Aspire Studio's liability to the Customer is not or cannot be excluded, Aspire Studio's liability is limited (at the option of Aspire Studio) to:

- a) the re-supply of the Services; or
- b) the payment of the cost of having the Services provided again.

EXCEPT FOR BY THESE TERMS AND CONDITIONS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW Aspire Studio MAKES NO WARRANTIES OR GUARANTEES WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS PERFORMANCE OF THE SERVICES, OR THE USE OF THE SERVICES OR DELIVERABLES BY THE CLIENT.

Client Provided Materials

a) The Client acknowledges and agrees that in providing the Services, Aspire Studio will be using, interpreting and relying on the Client Provided Materials (and the Client grants Aspire Studio a licence to use the Client Provided Materials for the purposes of providing the Services). The Client acknowledges that Aspire Studio will not be undertaking any independent verification of the accuracy or completeness of any of the Client Provided Materials. The Client further acknowledges and agrees that if any information in the Client Provided Materials is incorrect, inaccurate, inadequate or incomplete such information may have a corresponding effect on the accuracy of the Services.

b) The Client represents and warrants that the Client owns or validly licences all Intellectual Property in the Client Provided Materials, that the Client is able to provide Aspire Studio with the Client Provided Materials for use in connection with the Services and that the use of the Client Provided Materials by Aspire Studio in performing the Services will not infringe the rights of any third party and/or that all required consents and approvals have been obtained to permit the performance of the Services.

Additional Work and Specification Changes

The Client agrees that any revisions or additions requested (in either scope or time or otherwise) by the Client to the Services must be agreed in writing by the parties.

Attendance at Client Premises or Property

a) If requested by Aspire Studio and in order for Aspire Studio to provide the Services, the Client agrees to provide Aspire Studio, its directors, officers, employees, agents and subcontractors with access to the Client's premises or property and any equipment and facilities located at the Client's premises or property in the manner and as reasonably required by Aspire Studio to undertake the Services. The Client must ensure that the Client's premises or property is safe and suitable for access, complies with all of the Client's occupational health and safety requirements and must provide Aspire Studio, its directors, officers, employees, agents or subcontractors with any applicable safety training before entering the Client's premises or property. The Client must advise Aspire Studio of all relevant circumstances regarding the Client's premises or property and the areas required to be accessed and agrees to inform and keep Aspire Studio informed of all relevant environmental concerns, hazards, on-site protection, occupational health and safety requirements and other safety matters in relation to the Client premises or property during the undertaking of the Services. The Client agrees that Aspire Studio is not obliged to commence or complete the Services until such time as Aspire Studio is satisfied that the Client's premises or property and the relevant areas required to be accessed are safe and suitable for access. The Client agrees that if and to the extent Aspire Studio determines the Client has failed to advise Aspire Studio of all relevant circumstances regarding the Client's premises or property or has otherwise failed to comply with this clause, the price set out in the Quotation may be revised by Aspire Studio to take into account any additional costs or undertaking the Services as a result of such failure.

b) In exchange for the Client complying with clause 11(a) above, Aspire Studio will comply with and will procure that its directors, officers, employees, agents and subcontractors comply with all of the Client's reasonable requirements or directions relevant to Aspire Studio's, its directors, officers, employees, agents or subcontractor's attendance at the Client's premises or property including without limitation compliance with the Client's health and safety policies and any other policies and procedures the Client indicates are relevant.

Subcontracting

a) Aspire Studio may at any time, in Aspire Studio's absolute discretion and without the Client's consent or approval, subcontract any part or all of the Services, on such terms and conditions as Aspire Studio may determine.

b) To the extent that all or any part of the Services has been subcontracted to a subcontractor, Aspire Studio will not be liable to the Client for the acts, defaults, and negligence of any subcontractor, and for the avoidance of doubt, such acts, defaults and negligence are not deemed or taken to be Aspire Studio's acts, defaults or negligence.

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Employee Solicitation

Client shall not solicit the employment of any of Aspire Studio's employees until not less than six months have elapsed from the receipt of the final invoice for the Services without agreeing in writing with Aspire Studio.

Independent Contractor

The Client agrees that Aspire Studio is a contractor independent of the Client's control and that the engagement under these terms and conditions will not give rise to any fiduciary, agency, trust, employment or other relationship recognised at law or inequity as giving rise to forms of specific rights and obligations.

Intellectual Property

(a) The Client acknowledges that any Intellectual Property owned or licensed by Aspire Studio in relation to the provision of the Services (including any software, methodologies or systems, other than any Intellectual Property in the Client Provided Materials) remains vested in Aspire Studio or Aspire Studio's licensors notwithstanding any provision to the contrary in this Agreement.

(b) Aspire Studio agrees that all Intellectual Property in and to the Client Provided Materials remains with the Client but that the Client grants to Aspire Studio a royalty-free, non-exclusive licence to use such Intellectual Property for the purpose of carrying out the Services.

Term and Termination

(a) These terms and conditions commence on the date the Quotation is accepted. Either party may terminate the engagement under these terms and conditions with or without cause at any time with 30 days prior written notice without liability or continuing obligation, but the Client will remain liable for any costs payable up to termination.

(b) Aspire Studio may terminate the engagement immediately in the event that the Client breaches this agreement.

(c) The client acknowledges that management fees agreed to will continue to be charged on a recurring monthly basis until a written termination with 30 days notice is received by Aspire Studio regardless of whether ads are running or not. Failure to provide written termination notice or no response from the client in regards to communications from Aspire Studio will continue to incur management fees as agreed.

Indemnity

The Client shall indemnify and hold harmless Aspire Studio from and against all claims, damages, costs (including without limitation legal costs on a full indemnity basis), losses, liabilities and expenses caused by the Client's acts, omissions, negligence, breach of duty, breach of contract or breach of these terms and conditions.

Publicity and Marketing

Both parties may with the consent of the other party make public announcements or release marketing material that refers or relates to the Services or any part of the Services. Both parties have the right to review any such announcement or marketing material and must approve any reference to its name and role (such approval not to be unreasonably withheld).

Confidentiality

a) Each of the Client and Aspire Studio agrees to ensure that the Confidential Information of the other (Discloser) is kept confidential. A party who receives the Discloser's Confidential Information (Receiver) must not directly or indirectly divulge or communicate or otherwise disclose the Confidential Information of the Discloser, in whole or part, to any third party unless that third party is also bound by confidentiality on terms that are substantially the same as, or at least as onerous as, the terms owed by the Receiver to the Discloser under these terms and conditions or use of any of the Confidential Information of the Discloser for any purpose other than exercising its rights or fulfilling its obligations under these terms and conditions, without the prior written consent of the Discloser.

b) The Client agrees that it will not disclose or provide or summarise or refer to the software or any processes used in performing the Services without, in each case, Aspire Studio's prior written consent (such consent not to be unreasonably withheld).

Governing Law

These terms and conditions shall be governed by the laws of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

Entire Agreement

These terms and conditions sets out the entire agreement between the parties.

Variation

The Client agrees that Aspire Studio may vary these terms and conditions and any relevant policies and standards from time to time by providing the Client with written notice of the variation.

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Trustee

If the Client enters into this Agreement in its capacity as trustee of any trust, then the Client is bound both personally and in its capacity as trustee.

Assignment

Aspire Studio is free to assign its rights under the Agreement at any time without providing notice and without consent.

Inconsistency with Quotation

To the extent that these terms and conditions are inconsistent with the terms of the Quotation, the terms of the Quotation will prevail.

Definitions

The terms set out below shall have the following meanings when used throughout these terms and conditions:

Agreement means these terms and conditions and the Quotation;

Client means the party specified as the Client in the Quotation;

Client Provided Materials means any materials, data, specifications or other information supplied by the Client to Aspire Studio in connection with the Services, including (but not limited to) the Client's website;

Confidential information means any non-public or proprietary information concerning either party's business, financial information, strategies, methods or processes;

Fees mean the fees specified in the Quotation;

Force Majeure Event means an event beyond the control of the parties and that could not be avoided by the exercise of due care and diligence, including without limitation acts of God, inclement weather, government actions, industrial actions, acts of terrorism or war; Intellectual Property means all intellectual property rights, whether registered or not, and whether capable of registration or not, anywhere, including without limitation: a) rights in respect of or in connection with (including rights to apply for the registration of) any copyright, patents, petty patents, inventions, trademarks, service marks, design rights or eligible layout rights; b) know-how, processes, business plans and concepts; and c) Confidential Information,

Interest Rate means 2% above the standard business loan rate (variable) issued by Commonwealth Bank;

Quotation means the covering letter or quotation accompanying these terms and conditions and any special conditions contained in the such quotation or covering letter;

Services mean the Social Media and Digital Marketing services to be provided by Aspire Studio to the Client as particularly described in the Quotation.

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PAY PER CLICK TERMS AND CONDITIONS

Pay Per Click Management Terms and Conditions

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Aspire Studio Agreements, the following additional terms and conditions shall apply to any and all purchases of Pay Per Click Marketing (PPC).

It is critical that you thoroughly review this document. This Terms of Service Agreement will establish and explain the terms and conditions on which Aspire Studio provides Pay Per Click Management service to the Client and by entering into this page, you as our Client, acknowledge that you have read, understood, and agree to be bound by all terms and conditions mentioned in this Agreement, as well as any additional rules or policies that may be established by Aspire Studio from time to time.

The terms and conditions below apply to all pay-per-click (PPC), cost-per-acquisition (CPA), and cost-per-thousand impressions (CPM), display advertising, banner advertising, video advertising, and all other auction or bid forms of advertising on third-party ad services.

Third-party ad services include but are not limited to Google AdWords, Yahoo Search Marketing, Microsoft adCenter, Facebook, Bing, YouTube and eBay.

By entering into this agreement, you agree and acknowledge that Aspire Studio is working solely as a consultant on your behalf to manage your pay-per-click marketing campaigns.

You understand and agree that data made available through the Aspire Studio service is dependent upon third-party providers, and is subject to errors in creation, transmission, data loss, time delay and other factors beyond Aspire Studio's control. You understand and agree that any changes made to the above third-party advertising metrics including bid amounts either by Aspire Studio or by you, may impact ad spend, click-through-ratio and all advertising metrics and you agree that Aspire Studio is not liable for any loss of revenue or changes in conversion rates. The client is ultimately responsible for monitoring all third-party accounts to ensure their ads are profitable. Aspire Studio is solely a consultant and provides any such data accessed from a third-party system for your convenience only, and does not make any representation or warranty as to its accuracy or timeliness. Any recommendations, projections, forecasts, extrapolations, suggestions, or other summaries provided by Aspire Studio, whether forward or backward looking or based upon current circumstances are nothing more than the opinion of Aspire Studio based upon the best information Aspire Studio was able to access from such third party provider and based upon the time at which such data was transmitted to Aspire Studio which may not be current at the time you view it). You agree not to rely on such opinions in making any advertising management decisions without first verifying the accuracy to your satisfaction.

Client is solely responsible for all:

- Ad targeting options and keywords and all ad content, ad information, and ad URLs , whether generated by or for client; and
- Web sites, services and landing pages which Creative links or directs viewers to, and advertised services and products.
- Client understands that Aspire Studio is not responsible and has no liability for any modifications made by the Client or anyone else associated with the Client to the ads, keywords, and content, URLs, account settings, CPC or any other ad metrics in the Client's third party accounts.
- You shall indemnify and hold Aspire Studio, or anyone associated with Aspire Studio harmless from any claim, costs, losses, damages, liabilities, judgments and expenses, fees of attorneys and other professionals, arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") arising out of or related to any act or omission by you in using the PPC Management service, the Client Advertising Accounts, or related to the development, operation, maintenance, use and contents of any Client Advertising Account campaign, including but not limited to any infringement of any third party proprietary rights.

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Aspire Marketing Fees

Aspire Studio will charge your credit card for the management fees as described in your chosen plan at the beginning of each cycle. Fees are usually a percentage of ad spend on all ad networks. You will be required to provide Aspire Studio with a valid credit card or approved purchase order together with approved credit authorisation and payment terms as a condition for enrolling in PPC Management service. You agree to provide Aspire Studio with complete and accurate billing and contact information and to keep such information updated. You agree that this Agreement and your User Account data can be used as your express permission to charge your credit card for the Fees as may be accrued through your use of the service. You agree to immediately notify Aspire Studio if your credit card account becomes unavailable for any reason and you understand that Aspire Studio is not liable for such interruptions that may affect your ad metrics including loss of profit. If you believe you are not responsible for any of the Fees in your credit card statement, or your account is otherwise incorrect you must contact us in writing within fifteen (15) days of the statement date. You agree that all payment obligations are non-cancelable and all amounts paid are nonrefundable.

Pay Per Click Fees

The client will pay for all third-party advertising services directly using the Client Advertising Account for each third-party advertising service. You acknowledge that Aspire Studio is in no way responsible for any charges incurred under Client Advertising Accounts (including but not limited to Google AdWords and MicrosoftadCenter) and you agree to indemnify and hold harmless Aspire Studio from all such charges, and not to make any statement or claim to the contrary. The minimum period of our Pay Per Click service is 3 months.

No Guarantees

You acknowledge and agree that the availability of Aspire Studio, as well as any third-party advertising provider services (including but not limited to Google AdWords and Microsoft adCenter) and the terms upon which all of the foregoing are available, are continually under experimentation and development and may have discrepancies. You acknowledge and agree that Aspire Studio does not guarantee that your ads will be displayed on the first page of any of the above third party advertisers, and you hereby waive and agree not to assert any such claims under contract law or any other legal theory against Aspire Studio or the third party advertising providers you access. You acknowledge and agree that Aspire Studio does not represent or warrant, and specifically disclaims, that the Aspire Studio service or any third party advertising provider data or data in your User Account or your Client Advertising Account will be available without interruption or without bugs.

SEO TERMS AND CONDITIONS

Search Engine Optimisation (SEO) Contract: <http://www.clientsite.com>

1. Aspire Studio will provide Client with Search Engine Optimization Services (hereinafter referred to as "SEO") as described in this contract. Aspire Studio will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client's website.

2. All fees must be paid in full prior to the start of the campaign on a monthly basis

Aspire Studio's SEO services are intended to serve two main purposes: 1) to provide the Client with increased exposure in search engines, and 2) to drive targeted online traffic to the site.

Aspire Studio's SEO Services will include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms.
- Obtaining "back links" from other related websites and directories in order to generate link popularity and traffic.
- Editing and/or optimization of text for various html tags, meta data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of "catching" keyword/phrase searches.
- Create traffic and ranking reports for the client and any associated pages showing rankings in the major search engines.

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3. For the purposes of receiving professional SEO services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimisation, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- A client email address for the purposes of requesting links (something like info@.....com.au)
- Authorization to use client pictures, logos, trademarks, website images, pamphlets, content, etc., for any use as deemed necessary by Aspire Studio for search engine optimisation purposes.
- If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Aspire Studio can create site content at an additional cost to the Client. If Client is interested in purchasing content from Aspire Studio, please contact Aspire Studio for a cost estimate.

4 Client must acknowledge the following with respect to SEO services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- Aspire Studio has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Aspire Studio does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Aspire Studio assumes no responsibility for this happening.
- Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees.
- Linking to "bad neighbourhoods" or getting links from "link farms" can seriously damage all SEO efforts. Aspire Studio does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

5. Aspire Studio is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

6. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Aspire Studio for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Aspire Studio and its subcontractors from any liability or suit arising from the use of such elements.

7. Aspire Studio is not responsible for the Client overwriting SEO work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimised). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of \$100 per hour + GST. Notwithstanding any other provision of this Agreement.

8. The minimum period of our SEO service is 6 months.

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Payment

If any payment due from you to us is not received by the due date, you authorise us to directly debit that payment using the credit card account details provided by you upon registration.

We are entitled to recover (on a full indemnity basis) any costs, fees and charges (including legal costs) incurred in recovering any amounts owing by you to Aspire Studio. Without limitation to the above, we may charge an administration fee of \$30.00 +GST for any dishonoured cheques.

You acknowledge that should we not receive renewal payment prior to the date of expiry we reserve the right to suspend services immediately without notice. We may provide a 30 day grace period whereby we will hold your information and data on our servers. Should this period expire without payment we reserve the right to purge all data pertaining to your account with us.

Suspension and cancellation

We reserve the right to suspend/cancel any/all service, including all domain names if:

- You have any outstanding invoice or account
- Your account is in dispute or dispute resolution procedure, court order, judgment, findings or determination
- You fail to comply with any provision in this agreement or those referenced in this agreement
- There is evidence of fraudulent, illegal, defamatory, offensive activities, or any activity in breach of a third party's rights
- We deem your use of our services may jeopardise the operation of the service, Mooty Web Design or our suppliers
- We deem any other reason as satisfactory to protect Aspire Studio, our staff and/or our suppliers
- Any suspension or cancellation is subject to our Refunds Policy.

If your account is cancelled under this agreement:

- You must pay all outstanding charges to us immediately
- We may revoke/terminate any license issued to or by you in relation to the services as of the date of cancellation
- We may immediately delete all data held prior to cancellation
- We may perform any action without notice

Acceptable use policy

It is your responsibility at all times to:

- Use our service and services in a manner which does not violate any applicable laws or regulations
- Respect the conventions of the newsgroups, lists and networks that you use
- Respect the legal protection afforded by copyright, trademarks, license rights and other laws to materials accessible via our service;
- Respect the privacy of others
- Use the service in a manner which does not interfere with or disrupt other network users, services or equipment; and
- Refrain from acts that waste resources or prevent other users from receiving the full benefit of our services
- Ensure your use of our services remains ethical and in accordance with accepted community standards

You must at all times comply with law. You will be in breach of this policy on violation of state, federal or international laws. It is not acceptable to use our service(s) to:

- Violate copyright or other intellectual property rights;
- Illegally store, use or distribute software; transmit threatening, obscene or offensive materials
- Engage in electronic 'stalking' or other forms of harassment such as using abusive or aggressive language
- Misrepresent or defame others
- Commit fraud
- Gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet
- Damage, modify or destroy the files, data, passwords, devices or resources of Aspire Studio, other users or third parties
- Engage in misleading or deceptive on-line marketing practices;
- Conduct any business or activity or solicit the performance of any activity that is prohibited by law

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You agree to defend, indemnify, save and hold us, our staff and suppliers from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against us, our

- Make an unauthorised transmission of confidential information or material protected by trade secrets
- "Spam" or engage in "spamming" activities
- Engage obscene speech or materials, this includes, advertising, transmitting, storing, posting, displaying or otherwise making available; child pornography, offensive sexual content or materials or any other obscene speech or material
- Post or transmit defamatory, harassing, abusive or threatening language
- Create, distribute or provide information/data regarding internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing or denial of service attacks;
- Facilitating a violation of this Acceptable Use Policy
- Perform any other action through utilization of any service which we deem unsatisfactory
- Attempt to do any of the above

You also agree not to attempt any of the following:

- Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, scripts, FTP, PHP, HTTP, Mail, etc
- Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any gaming servers/services
- Any activity which causes the server to crash / restart

You agree that we may at our discretion and by order of any law enforcement agency disclose information relating to your account and use of services. We may also report any action we find in breach of this agreement, local, state, federal or international laws and cannot be held liable for any outcome resulting in our actions. Any breach of our AUP can result in immediate termination of services and loss of all data held on provided services. You release us, our staff and our suppliers of any liability resulting in such instances.

Liability and indemnity

You agree that we shall have no liability to you or any other person with respect to any loss of service, data, business, indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit/goodwill for any matter whether such liability is asserted on the basis of contract, tort, breach of warranties either expressed or implied. agents, our clients, our offices and employees, that may arise or result from any service provided, performed or agreed to be performed or any product sold by a customer, their agents and employees.

You agree to defend, indemnify, and hold us harmless against liabilities arising out of:

- Any injury to person or property caused by any products sold or otherwise distributed in connection with Aspire Studio
- Any material supplied by the customer infringing or allegedly infringing on the proprietary rights, legal and/or civil rights of a third party
- Any breach of any representation or warranty provided herein
- Any negligence or wilful misconduct by you
- Any allegation that your account infringes a third person's copyright, trademark, or intellectual property right, or misappropriates a third person's trade secrets
- Any defective products sold to customers from our server By accessing any service hosted on our network you understand, agree and are bound to this indemnification and any other indemnification mentioned in our service agreement and agreements referenced to herein. Should we be notified of pending legal action or intention to seek legal advice, we may seek written confirmation from you concerning your obligation to indemnify Aspire Studio. Failure to provide such confirmation may be considered a breach of this agreement.

We cannot be held responsible for any damages your business/operation may suffer. We provide no warranties, expressed or implied, for service we provide. Nor do we guarantee your website or applications will be error free on our servers. We are not responsible for loss of data resulting from delays, software incompatibility, hardware or software issues, outages, failed deliveries and any service interruption caused by Aspire Studio, our employees or our suppliers. Should any part of this policy be made invalid by relevant legislation, the remainder of the policy shall remain in force.