

Grow Digital Marketing Terms of Business

At Grow Digital Marketing, we like to make things as clear and simple as possible, so our terms are set out in 3 easy sections:

- A. Some key important **Preliminary Terms**;
 - B. Our **General Terms** – these apply to all our Services (see clauses 4 onwards below); and
 - C. Our **Service Specific Terms** – these apply only to those Specific Services which you elect to purchase in addition to the Base Service (see Part C below).
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A. **Preliminary Terms – Important!**

By registering with us, or otherwise using any of our Services or our website, you acknowledge and accept that:

- 1. You have read and understood these terms, and have the authority to accept them as (or on behalf of) you our customer;
- 2. You will be purchasing our Services solely for your business purposes, as that is what our Services are intended for. In addition, you acknowledge that:
 - a. If you are an end purchaser of goods or services promoted by Grow Digital Marketing customers via our Services, then the supply concerned is made directly and solely from the Grow Digital Marketing customers concerned and not from Grow Digital Marketing; and
 - b. Grow Digital Marketing does not supply financial products or related financial advisory services, and that our Services are strictly limited to the scope of our Digital Products and related marketing Services as described in these terms and conditions;
- 3. Any Personal Information you supply to us will be governed by our Privacy Policy (which you can view here), and that you have read, understood and accept those policy terms.

B. **General Terms**

Term, Renewals & Termination (including any trial period)

- 4. **Commencement:** These terms and conditions apply from the date you register to use any of our Services, or our website, until the date these terms and conditions terminate under clauses 5 to 12 below.
- 5. **Your term:**

- a. If you have purchased any of our products or services, then you agree to purchase those services for a five-month minimum contract term. After the minimum contract term, you may request to cancel in writing and we will terminate the contract after two full billing cycles. Typically, 60 days.
 - b. The term for Websites and Video is twelve months - a minimum of 10 months with 2 full billing cycles thereafter (unless the full amount is paid upfront)
6. **Agent:** By using the Grow Digital Marketing services, products and/or Grow Digital Marketing platform you are requesting Grow Digital Marketing to act as your agent to perform a range of tasks including research, analysis, design, creative, media placement, managing and updating listings and postings, reporting etc. which may include using a range of 3rd party sources.
 7. **Automatic renewal unless you terminate:** Your services with Grow Digital Marketing will continue in perpetuity until cancelled. Cancellation of the services you choose to terminate will take effect two billing cycles from the date that you notify Grow Digital Marketing with your request to cancel. This request must be received in writing.
 8. **Sales Order / Service Change Requests:** Following your acceptance of a Sales Order, you may choose to upgrade or change one or more Services contained in that Sales Order but only if we agree at our sole discretion to that change at that time, in which case we may issue a new Sales Order to apply if / when accepted by you. Variations to decrease an amount previously agreed by you in a Sales Order will take effect 60 calendar days following the due date of your next monthly invoice.
 9. **Breach:** If either party is in material breach of this agreement at any time (the "breaching party"), then the other party (the "other party") may give notice to the breaching party setting out the details of the alleged material breach and requiring the breaching party to remedy the breach within 14 (fourteen) days. If the breaching party fails to remedy that breach within that period then the other party may immediately, at any time afterwards, terminate this agreement by sending written notice of termination to the breaching party. Non-payment by you as customer of any sum due and payable to us will be deemed to be "material".
 10. **Suspension by us:** We may suspend the provision of any Services to you immediately at any time if we have reasonable grounds to suspect that a breach of this agreement has occurred or is likely to occur. We will endeavor to notify you as soon as possible. This clause does not limit our other rights under this agreement, including as stated in elsewhere in the contract.
 11. **Liquidation:** If either party goes into liquidation, then the other party may immediately, at any time afterwards, terminate this agreement by sending written notice of termination to the party in liquidation.
 12. **After termination:** If this agreement terminates for any reason:
 - a. we will cease performing any further Services for you;

- b. each party will retain the rights and obligations it had under this agreement as at termination, including your obligation to pay us all current and future amounts due under all Sales Orders for the remainder of the Term that would have applied under clause 19 below; Except in the case of a material breach, which will follow the process set out in clause 9 above. In this situation, all current spend and spend during the remedy and written notice period will be payable.
- c. we will be entitled to retain possession of all Your Content (and you may not have access to any of it) until you have paid us in full, provided that this restriction does not apply to any personal information under our Privacy Policy;
- d. you must immediately cease using our Digital Products, and we may immediately terminate your access to those;
- e. your Grow Digital Marketing Account will be 'frozen' or suspended from further use unless and until and renewed agreement between you and us eventuates (if that occurs); and
- f. All links from our Digital Products and our related systems to any third-party sites such as Facebook and Google will immediately terminate.
- g. Grow Digital Marketing Websites: If you wish to end your website contract (on conclusion of the 12-month term) and have your website transferred to you, Grow Digital Marketing can provide you with a zipped copy of your website files free of charge, which can be used by your developer to enable a new website. All plugins and themes used on your website are licensed directly to Grow Digital Marketing and cannot be transferred.

Provision of Services by us

13. **Grow Digital Marketing Advertising Campaign: Our rights:** In relation to any of our Services, we may do one or more of the following at any time:
- a. ask you to amend (or we may amend) any aspect of Your Content so that it complies with advertising standards or so that it otherwise complies with our Production Specifications and other requirements;
 - b. determine the category(s) within which Your Content will appear within our Services;
 - c. determine the placement of Your Content within those categories (and in relation to the placement of third party advertisements or other content within those categories);
 - d. ask you to substantiate any claims about your business, organization, products or services that you make in Your Content;
 - e. revise any aspect of Your Content to meet requirements of Facebook, Google or any other third-party platform provider;
 - f. refuse to accept or publish (or cancel or remove) Your Content if there is a failure to comply with this clause or this agreement at any time; or

- g. engage any third-party supplier to supply or assist us with supplying some or all the relevant Service to you if we remain liable to you always, and although we will endeavor to contact you in advance, we may need to do any of the above things without prior notice to you.

Price and Payment

14. **Price:** The Price for the Services you purchase will be as stated in the Sales Order we provide to you. You will be deemed to have accepted a Sales Order if you use the relevant Service as stated in the Sales Order. You agree to pay us the Prices as stated in that Sales Order, on time in accordance with clause 8. All Prices and any other fees and charges are in New Zealand dollars and exclude GST unless we state otherwise in the relevant Sales Order. You must pay us all applicable GST at the same time the Price is due for payment.
15. **Variable Prices / Third Party Pricing:** Some Services (such as Facebook and Google advertising) may use a variable pricing model. Those (or other) third parties we engage with as part of the Services you have purchased may vary their prices and other charges to us in any way from time to time. We cannot control that, and so if that occurs, we will be entitled to charge you for all such third-party price variations, and you agree to pay such charges.
16. **Suspension Request:** You may request that one or more of the Services you are purchasing be suspended for a limited period and restarted without incurring an additional set up charge. All such requests are subject to our prior written approval, which may or may not be provided (at our discretion) or with conditions attached. Even if we approve, some payments by you may still need to continue for that Service, which we would explain at that time. Suspension of any services will take effect 60 calendar days following the date of your next monthly invoice.
17. **Non-standard rates (discounts):** If we have agreed in our Sales Order to charge you a fixed price (or a non-rate card price) for a defined period, then, at the end of the applicable period, and for the remainder of your current Term and any renewed Term, you will be charged full rate card price for that Service. The maximum period available for non-standard or discounted prices is 12 months.
18. **Payment:** The required method of payment or any payment options available will be set out in your Sales Order. If a Service uses an upfront payment model, you will be charged the entire amount for that Service in advance. If a Service uses a subscription payment model, you will be charged in regular instalments for that Service. Instalments are usually monthly (payable in advance), but sometimes other periods are available as may be set out in the Sales Order. Subscription amounts are payable for each period in advance, from the day of the Sales Order being signed, and then on the same date each month afterwards. The first payment is generally taken within 48 hours of signing the Sales Order, and we will not be required to start performing the relevant Service(s) until the first (or only) advance payment has been received by us in respect of that Service.

19. **Default:** All amounts due and payable by you must be paid in full without set-off, counterclaim or any deduction whatsoever on or before that due date. If any payment due remains unpaid after its due date, we may invoke any of our rights under clauses 21 and 22, and we may also charge you interest at the rate of 18% (eighteen percent) per annum on all sums overdue, from the due date to the date all such amounts are paid in full. We will also be entitled to charge you for all our costs of recovery, including our legal fees. You also agree to pay any costs of recovery including legal fees that are charged by our Debt Recovery Agency should the amount outstanding be passed to an agency for recovery. You also accept that this may affect your credit rating for up to a minimum of 5 years.
20. **Invoices:** We will send you an electronic invoice by email for all amounts we are entitled to invoice you for.

Your other obligations

21. By accepting these terms & conditions you agree that you shall not:
- a. use the Grow Digital Marketing services, products and/or Grow Digital Marketing platform for any purpose that is improper, unlawful, or to post, share or transmit any material that (i) is defamatory, offensive, obscene or otherwise objectionable. (ii) is in breach of confidence or privacy of any third party's rights including copyright, trademark or other intellectual property rights; (iii) is posted, shared or transmitted for the purpose of advertising or promoting yourself or any third party; or (iv) is misleading or misrepresents your identity or which in any way suggests that you are sponsored, affiliated or connected with Grow Digital Marketing.
 - b. use the Grow Digital Marketing services, products and/or Grow Digital Marketing platform for any public or commercial purpose in any manner which may cause damage to Grow Digital Marketing or bring Grow Digital Marketing into disrepute.
22. In addition to your other obligations as stated in these terms, you must:
- a. Comply with our terms, conditions and policies required by third party suppliers, search engines, platforms and social media channels we use.
 - b. provide us with any of Your Content as required for any Service within any time frames we may state, or otherwise in a prompt and timely manner, as failure to do so may cause us to withdraw you from that Service even though you may remain liable for some or all the related charges, or may cause us to reschedule the timing;
 - c. make sure that Your Content as supplied to us or our associated third parties in connection with our Service:
 - is compatible with our Production Specifications;
 - is complete and accurate and is not misleading or confusing, this includes any representations about the product or service you are promoting, or claims about your business or organization and your membership of any business or trade associations;

- is either owned by you or you have the rights to provide it, use it, and make it available for use and distribution by us as part of the relevant Service;
 - does not infringe anyone else's intellectual property, privacy rights, or other rights and is not defamatory, offensive or obscene; and
 - complies with all relevant laws, regulations, codes and standards in relation to the relevant products or services, and does not breach any unsafe goods notice;
- d. ensure that your name, contact details and related information about you within your online Grow Digital Marketing Account are kept up to date and are accurate always;
- e. not cause, permit or allow any damage, interference with, or other harm to our Digital Products, including our website, or any network or system underlying or connecting to them, or make any attempt to do so;
- f. not use a robot, spider, scraper or other unauthorized automated means to access our products or our website or any information featured on them for any purpose; and
- g. co-operate with our staff and comply with their reasonable requests from time to time in a timely manner, including in relating to the approval of Content, test website links, the provision of logins, information and images as requested.

Our Digital Products and related Intellectual Property Matters

23. **Our Digital Products:** Our Digital Products and other Intellectual Property we own will remain owned by us or our third-party licensors all times. At no time during or after this agreement terminates will you obtain any proprietary interest in relation to any of these items we own. You merely obtain a limited, non-exclusive license to use those of our Digital Products which we allow you to purchase the right to use as part of the Service, within the scope, duration and intended use requirements as stated in this agreement or as otherwise communicated by us to you from time to time.
24. **No copying etc.:** You must not attempt to copy in any way, or reverse engineer, decompile, or otherwise misuse any of our Digital Products at any time. You must not use our name, trademarks, brands or logos in any way without our prior written consent.
25. **Purchased Content:** With regard to Purchased Content (i.e. Content purchased by you from us):
- a. you will become the owner of that Content but only once you have paid us in full for all charges associated with the creation and supply of that content and related services (i.e. to a final useable state) in accordance with the relevant Sales Order(s). From the time of creation of any Purchased Content until the time you have paid us in full as per this clause, we will be the sole legal and beneficial owner of all such Purchased Content; and
 - b. you are solely responsible for registering any ownership to the associated Intellectual Property at your cost (when you have full legal title), and you

acknowledge and accept that we cannot and do not warrant that any such Content will be supplied to you free of any third-party claims, whether at the time of delivery to you or at any time in the future.

- c. You agree to allow us to use any of your Purchased Content and any other items from Your Content in the 'Show Case' section of our website, for the purpose of promoting these digital assets for other current or prospective customers of ours to view without further charge to you or charges being payable by us to you.

Your Content and related Intellectual Property Matters

26. **Third party intellectual property:** Grow Digital Marketing may present information to you from third party sources in various digital formats. This includes copy, images, logos, designs, links etc. Wherever a third party holds intellectual property in material presented by Grow Digital Marketing, the property remains with that party.
27. **Your Content:** Your Content, as supplied by you to us, remains owned by you or your third-party licensors always. At no time during or after this agreement terminates will we obtain any proprietary interest in relation to any of these items you own. However, we may prevent or restrict your access to some or all such Content until you have paid all fees and charges owing to us in respect of any Service we supply to you. We merely obtain a limited, non-exclusive license to use Your Content for supplying the Services which you request, to you.
28. **Warranty:** You warrant to us that our use of Your Content in accordance with this agreement will not result in any claim against us or any of our associated third-party suppliers at any time. If any such claim does arise, and without limiting our other rights and remedies, we may immediately cease using (and may take down or remove) any of Your Content which we believe relates to any such claim.

Privacy, Security & Confidentiality

29. **Privacy:** As stated in Part A of these terms, any Personal Information associated with you or any person within your organization that is provided to us, is governed by the terms of our Privacy Policy.
30. **Security:** Our Digital Products are supplied using some of the latest technology, including in relation to the security of the data you supply to us. However, as many of our Services are supplied using the Internet, and as the Internet is widely acknowledged as being insecure, we are unable to guarantee that all your data as supplied to us will be kept safe and secure all the time even though we will use all reasonable endeavors to do so, and will comply with the applicable law in this regard too. We may also use third party hosting or other service suppliers to receive, store and process your data as part of the delivery of our Services to you. You confirm that this is acceptable.
31. **Access Codes:** We will provide you with password protected access to your online Grow Digital Marketing Account and related online information about you and the Services you have purchased. You must keep all such passwords and other secret means of online access, safe and secure always. If you suspect any misuse of such passwords or other

secret means of online access, then please contact us immediately and we will take all reasonable steps to protect your information and the Services you have purchased from us. In the absence of any such notification from you, we will be entitled to assume that anyone who uses your passwords or other secret means of online has your authority to do so, and you will be liable for all associated fees and charges incurred with us.

32. **Confidential Information:** We accept that certain information which you supply to us is not intended for public viewing or use ("Confidential Information"). That information obviously excludes any of Your Content which is intended to be promoted or other published online as we agree with you. You accept that we, including our officers, employees, contractors, have the right to view and use your Confidential Information (which may include Personal Information) for the purpose of supplying those Services to you which you have ordered, or for administering your account with us or in relation to this agreement. Any information which you receive from us and which is not in the public domain must be treated as confidential information by you, and must not be disclosed or otherwise used by you (other than for your own internal business purposes in relation to this agreement) without our prior written consent.

Exclusions, Limitations & Indemnities

33. **Limitation:** Our liability, including that of our officers, employees, contractors and agents, to you, will always, whether for breach of contract, in tort, in equity or for any other cause of action whatsoever, be limited to the lesser of: a) the total fees and charges which you paid to us for Services purchased in the six-month period immediately preceding the date of your written claim, or the first claim if a series of related claims; and b) \$5,000.
34. **Indemnification:** You shall indemnify, defend and hold Grow Digital Marketing, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable 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") by a third party arising out of your use of the Grow Digital Marketing services, products and/or platform in any manner that breaches this Agreement or otherwise arising out of materials or technology presented to you by Grow Digital Marketing.
35. **Exclusions:** We will not be liable to you in any way for any indirect or consequential loss, or any loss of profits, revenue, or loss of data or other Content, or for any breach of this agreement by us due to an event or circumstance which is beyond our reasonable control. While we will do our best to optimize your results based on a range of techniques, we can't guarantee your search position, rates of engagement, the number of clicks, impressions, leads or return on investment that any campaign delivers. Any projected business growth related forecast that may be provided by us from time to time is a non-binding forecast only. You must seek independent financial, tax, legal and other professional services advice in respect of your desired business goals, plans and projections.

36. **Exclusions:** Due to the inherent uncertainties associated with providing any services online via the Internet and related computer systems, we are unable to guarantee that our Services will be supplied uninterrupted and fault free at all times. You accept this.
37. **Use of Third Parties:** We may, as part of the Services, supply you with links to, or data from third party suppliers. Although we will take reasonable steps to ensure the accuracy and completeness of such links and data, we are not liable for any error, inaccuracy or omission in relation to such items.
38. **Entire Agreement:** This agreement (and the terms of any Sales Order(s) accepted by you) constitutes the entire agreement between you and us. No other terms apply. All representations which may have been made by either you or us before these terms were agreed, and all other provisions which may otherwise be implied into this agreement by operation of law, are excluded from this agreement but only to the extent permitted by law.
39. **Indemnity for breach:** You agree to indemnify us and our officers, employees, and contractors (together the "Indemnified Parties") and hold them jointly and severally harmless against all loss, damage, cost or expense which any of the Indemnified Parties suffers or incurs because of a breach of these terms and conditions (or our Privacy Policy, or other related terms and conditions) by you or any employee, contractor or agent engaged by you.

General

40. **Variations:** We may vary the terms of this agreement to apply when your term is renewed under clause 22, or at any time if we are doing so for all our customers who purchase the relevant Service. We will send you an email in advance if we do this. You agree to accept all such variations subject to your right to not renew (when applicable) as stated in clause 22. **Right to change term:** Grow Digital Marketing in its sole discretion reserves the right to introduce a minimum term period of any other Specific Service you may purchase at any time. Notification of any intended minimum term period will be advised in writing to you and will take effect no sooner than 60 calendar days following the date of your next monthly invoice.
41. **Disputes:** If either you or we have any issues or concerns about this agreement or our wider business relationship, we agree to set those concerns out reasonably, in an email to the other party, after which we must use all reasonable endeavors to discuss or meet to try to resolve the issue amicably. This step must be taken before any other legal action is taken by either party, other than in respect of any monies owing by you to us, or in respect of any urgent interlocutory relief.
42. **Notices:** You may send any notices to us via your Grow Digital Marketing Account, or our contact details. Please supply us with your customer number when doing so. We may send notices to you via the email address you register for you with us, or otherwise via your Grow Digital Marketing account.
43. **Relationship:** Unless expressly stated otherwise in these terms, we are not your agent and nor are you our agent. Both parties enter into this agreement as independent contractors.

44. **No Assignment:** You must not assign any of your rights or obligations under this agreement to any third party without our prior written consent. We may assign our rights or obligations under this agreement to any third party of substance who purchases the whole or a substantial part of our business at any time. We may do so without prior notice to you, or the need to obtain your consent. We will be released from all liability to you from the date of any such assignment by us.
45. **Severance:** If any of these terms are held to be invalid, unenforceable or illegal for any reason by a competent court or tribunal, the remaining terms will continue in full force and effect.
46. **Governing Law & Forum:** This agreement is governed by the laws of New Zealand and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand.
47. **No waiver:** No failure or delay on the part of either party to exercise any right or remedy under this agreement is a waiver of such right or remedy unless it is in writing and signed by the party purporting to waive its rights.
48. **Priority:** If there is any conflict between the provisions of this agreement and any Sales Order, the provisions of the Sales Order will prevail.

Defined Terms

49. The following terms used in this agreement have the following meanings:
 - a. **Business Day** means any day in Auckland other than a Saturday, Sunday or Public Holiday.
 - b. **Content** includes text, graphical or other data in any form, and includes logos, other designs, photos, sound and video recordings.
 - c. **Digital Products** means the SaaS software, apps, online tools and templates, and other digital products, or other Content or Intellectual Property which we (or our licensors) own, and which we allow you to use in accordance with the terms of this agreement.
 - d. **Intellectual Property** includes copyright, trademarks, designs, patents, know how, confidential information or any other intellectual property as exists anywhere in the world at any time.
 - e. **Grow Digital Marketing Account** means that page (or pages) on our website which are specifically dedicated to you, your account with us, and other information relating to you.
 - f. **Grow Digital Marketing Managed Campaign** is that Specific Service described as such in Part C of these terms.
 - g. **Personal Information** has the meaning as given in the Privacy Act 1993.
 - h. **Price** means our price and other charges for supplying one or more Services to you, as set out in a Sales Order.

- i. **Privacy Policy** means our Privacy Policy as updated from time to time and found on our website.
- j. **Production Specifications** means the various Service production requirements (e.g. Content form or layout) for each Service which we specify from time to time.
- k. **Purchased Content** means Content which you request us to create or otherwise generate for you as part of one or more of the Services and which is described or referenced in a Sales Order, but excludes all Digital Products.
- l. **Services** means the Grow Digital Marketing App Service and any Specific Services purchased by you from time to time.
- m. **Specific Services** means those Services supplied by us as set out in Part C of these terms, as may be added to or otherwise varied from time to time in accordance with this agreement, and must always include the Grow Digital Marketing Managed Service.
- n. **Sales Order** means an electronic (or paper) sales order generated by us (either by one of our Account Managers or via one of our self-service options on our website) for the purchase of one or more of our Specific Services by you, and which is accepted by you.
- o. **Term** means the duration of this agreement as determined in accordance with clauses 19 to 25 (inclusive).
- p. **we/our/us** means Grow NZ Business Limited and our successors and assigns.
- q. **website** means our website at www.GrowDigitalMarketing.co.nz or any other websites that we may create and make available to you from time to time, and includes any mobile app forming part of our Digital Products.
- r. **you/your** means the person, company, partnership or other legal entity accessing or using our website, Digital Products and Services, and includes their executors, administrators, successors and permitted assigns.
- s. **Your Content** means Content which you or your nominated third-party provider creates, generates or otherwise sends to us for use as part of any of the Services.

C. **Service Specific Terms**

Important: The provisions set out in this Part C are in addition to those set out in Parts A and B above. If you haven't already, you should read and consider Parts A and B carefully. We may want to change the terms in this Part C from time to time, so keep an eye out, as we will publish our amended terms and conditions on our website. Continuing to use or receive our products and services will mean that you agree to our changes.

- **Grow Digital Marketing Websites**

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide

- A WordPress based website with a 6-page initial setup, including copy and SEO meta data (title & meta description). 1 dynamic contact form (up to 5 fields included), 1 gallery (pre-populated with up to 10 images provided by client), 1 image slider (recommended up to 5 separate slides/images), social media icons and links, 1 sidebar widget area, 1 footer widget area and an embedded video. You can add an unlimited number of additional pages yourself via the content management system (CMS). Any extra functionality or plugins may incur an additional charge and will need to be reviewed initially by Grow Digital Marketing.
- An email address for your business to use for the duration of the contract period (up to 5).
- Professional copywriting and design service. Grow Digital Marketing website designs are based on a choice of standard templates only. We will build your website as per the agreed template.
- Website hosting for the term of this agreement, including 1 domain name for your business registered for 12 months and 12-month SSL Certificate.
- Editor access to a password protected content management system (CMS) to help you update your website. You may add, delete and edit the content as well as pages and posts on your website. Adding or editing plugins, themes and custom functionality to your website can cause technical issues and may be considered a breach of agreement to terms of trade.
- An online training video on how to use the CMS.
- Google Analytics tool to help you monitor the effectiveness of your website.

What you need to do

- Provide copy and images (stock photography can be sourced at an additional cost) in a timely manner as requested by us.
- The professionally written, SEO optimized copy will need to be approved in a timely manner, as requested by us. Two rounds of alterations are included. Any further changes will incur an additional charge.
- You must approve the design mock-up (in a timely manner as requested by us), before development of the site itself begins. Two rounds of alterations are included. Any further changes will incur an additional charge.
- Approve website test link in a timely manner as requested by us.
- Provide details/instruction regarding the domain name in a timely manner as requested by us.

Ownership

- If you wish to end your website contract (on conclusion of the 12-month term) and have your website transferred to you, Grow Digital Marketing can provide you with a zipped copy of your website files free of charge, which can be used by your developer to enable a new website.
- All plugins and themes used on your website are licensed directly to Grow Digital Marketing and cannot be transferred.

- **Grow Digital Marketing E-Commerce Website**

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide

- An online shopping platform. This includes the ability for your consumers to buy products listed in the store with a credit card via an online payment gateway. Grow Digital Marketing uses PayPal as a payment gateway. You may incur additional costs if you choose to use a different payment gateway.
- Responsive WordPress template with 10 products pre-populated. This includes product description, images and prices, SE) metadata (title & meta description). You will have the ability to add more products yourself.
- Professional copywriting and design service. Grow Digital Marketing E-Commerce website designs are based on a choice of standard templates only. We will build your website as per the agreed template.
- The Grow Digital Marketing E-Commerce website product does not include integration with any stock management system by default.
- Website hosting, including 1 domain name for your business registered for 12 months and 12-month SSL Certificate.
- Shipping setup (fixed rates).
- Category tree set up.
- Editor access to a password protected content management system (CMS) to help you update your website. You may add, delete and edit the content as well as pages and posts on your website. Adding or editing plugins, themes and custom functionality to your website can cause technical issues and may be considered a breach of agreement to terms of trade.
- WordPress dashboard customization.
- An online training video on how to use the CMS.
- Google Analytics tool to help you monitor the effectiveness of your website.
- Helpdesk support.
- Backup functionality included (customer can make personal backups before altering anything via the CMS).

What you need to do

- Provide copy and images (stock photography can be sourced at an additional cost) in a timely manner as requested by us.
- The professionally written, SEO optimized copy will need to be approved in a timely manner, as requested by us. Two rounds of alterations are included. Any further changes will incur an additional charge.
- You must approve the provided design mock-up of the shop category page, before development of the site itself begins. Two rounds of alterations are included. Any further changes will incur an additional charge.
- Approve website test link in a timely manner as requested by us.
- Provide details/instruction regarding the domain name in a timely manner as requested by us.

- For the PayPal integration, we will need you to sign up to a PayPal Business account and provide us with the email address related to that account. In some occasions we will need the actual login details to configure PayPal.

Ownership

- If you wish to end your website contract (on conclusion of the 12-month term) and have your website transferred to you, Grow Digital Marketing can provide you with a zipped copy of your website files free of charge, which can be used by your developer to enable a new website.
 - All plugins and themes used on your website are licensed directly to Grow Digital Marketing and cannot be transferred.
- **Google Advertising** (Google AdWords Search, Google AdWords Display, Google AdWords Video)

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- We'll set up your Google AdWords and/or Google Display and/or YouTube advertising campaigns.
- We will set up conversion tracking which means we will create a Google Tag Manager (GTM) code and a Google Analytics code if you don't already have one.
- Once your advertising campaign is up and running, we'll then modify and optimize it as the campaign runs, to try to deliver the best traffic for your spend.
- All results are available by logging into the Grow Digital Marketing software.
- We'll do our best to keep you notified of any changes or instructions from Google that affect you, but you agree that we're not responsible for any of Google's decisions or the way Google runs the Google AdWords programme. While we will do our best to optimize your results, we can't guarantee your Google AdWords search position or the number of clicks, impressions, leads, that a campaign delivers.

What you need to do:

- If you already have Google Analytics, we need admin access to link your AdWords account to your Google Analytics account.
- You are only allowed one Google AdWords account (which includes AdWords search, AdWords display or AdWords for video) at any one time. So, you can't sign up to our service if you already have a Google AdWords account that is currently active.
- You need to be aware of and agree that we need to pass certain information about you on to Google. This includes the information in the signup form, as well as your name, email, address and other contact information that we already hold about your business. By signing up, you agree that we can do this. We'll also keep a copy of this information in accordance with our privacy and security policy.
- We will create a Google Tag Manager (GTM) code This **MUST** be placed onto your site or landing page before we can set the campaign live either by you or your developer, or if it is our site then we will place this for you.

- You need to comply with Google's terms and conditions available online at <https://billing.google.com/payments/termsandconditionsfinder> as if you were a "Customer". This includes things like:
 - a. not advertising anything illegal.
 - b. granting Google the right to use your name and trademarks to advertise your business.
 - c. complying with Google's Editorial Guidelines, Trademark Guidelines and other policies (these are also available at <https://support.google.com/adwordspolicy/>). This includes Google's rules on advertising alcohol, gambling, fireworks and other restricted products and Services.
- You need to be aware Google also has rules about the content of any advertisement, and has a general right to reject or remove any advertisement, and update or change the Google AdWords programme at any time. And if Google tells us to do something, we will do it.

Ownership

- You don't "own" your Google Advertising advertisement or keywords. If you no longer want a Google AdWords advertising campaign from Grow Digital Marketing, we can transfer your Google AdWords advertisement, targeting lists or keywords to you. There is a packaging fee for this and it will still need to be set up by your new provider.

Charges

- Your fixed budget covers the amount we pay to Google, and a management fee that we keep for setting up and managing your Google AdWords advertising campaign. Please note: While we make best efforts to manage the campaign in line with your budget, the exact spend with AdWords over any month will vary depending on the market conditions. In the event of over/underspend we will endeavor to adjust the spend accordingly to compensate. This spending adjustment will have a short-term impact on performance. You agree to these service specific conditions.

Please note:

- While we make best efforts to manage the campaign in line with your budget, the exact spend with Google over any month will vary depending on the market conditions and the number of days in a month. In the event of over/underspend we will endeavor to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.
- Grow Digital Marketing might not be able to provide your Google AdWords advertising campaign for the full period. For example, Google might terminate the programmed part way through a contracted term. If this happens the full monthly fee will still be due.

- **Grow Digital Marketing Call Tracking**

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide

- Call tracking with Avanser (a third-party vendor).
- An Avanser login to see reports.
- A daily report with all calls received in the last week.

What you need to do

- You are responsible for ensuring that your PABX or other network equipment is programmed, as specified by Grow Digital Marketing or any carrier.
- You will reasonably cooperate with Grow Digital Marketing and any carrier involved in the provision of the Grow Digital Marketing Call Tracking service to allow Grow Digital Marketing (and any such carrier) to establish and supply the Call Tracking service safely and efficiently.
- You are required to notify callers if you have call recording enabled. We need to be satisfied with the timing and content of that caller notification.
- You will be responsible for updating code on your website with the required tags around each phone number that will be tracked. If this is not done then call tracking cannot go ahead.
- Any equipment at your premises used to provide Call Tracking services through another supplier may be disconnected upon transfer to Grow Digital Marketing. It is your responsibility to notify your current supplier of the change in provision of your services and to arrange forthwith the removal of any equipment.
- Grow Digital Marketing will charge you a fee for each successful or failed/rejected port-in of a landline telephone number. You should ensure that all complex services (including but not limited to line hunt, DSL, diversions, ISDN) are completely removed from the landline telephone number before requesting Grow Digital Marketing or its carrier to port-in the number. Failure to remove all complex services may result in the port-in being rejected by the incumbent carrier.

Important things you need to know about Grow Digital Marketing Call Tracking

You acknowledge and agree that:

- Grow Digital Marketing Call Tracking is an inbound service and requires you to maintain a separate phone line and number.
- Grow Digital Marketing Call Tracking cannot and should not be used to make calls to emergency services.
- You may only use the telephone numbers allocated to you for the purposes of tracking Grow Digital Marketing advertising. If you use the telephone numbers for any other purpose (e.g. on business cards, letterheads, flyers, websites etc.), then the Grow Digital Marketing Call Tracking function will cease to operate.
- Grow Digital Marketing or any carrier supplying to Grow Digital Marketing may, at any point:
 - Be required to intercept communications sent via the Grow Digital Marketing Call Tracking service; or
 - Monitor usage of the Grow Digital Marketing Call Tracking services and communications sent over them;

- Grow Digital Marketing cannot guarantee that details about every call will be recorded with complete accuracy;
- You cannot use call logs provided with caller ID numbers for the purposes of soliciting;
- If you wish to use an existing number for tracking purposes, and redirect that number to a call tracking number assigned by Grow Digital Marketing/its carrier, you agree to meet any additional costs incurred with the redirection of your existing number to Grow Digital Marketing/its carrier; and you are liable for all calls made to your tracking number. Grow Digital Marketing/its carrier will not reimburse or not charge for missed calls, hang ups, hoax calls, wrong numbers, etc.
- You agree to reimburse Grow Digital Marketing at the set rate for any minutes you use in excess of those included in your monthly package.
- The number of minutes in a monthly package are for use within that month only, and do not 'roll over' into following months.
- All telephone numbers used and provided by Grow Digital Marketing in connection with the use of the service are registered to Grow Digital Marketing or its carrier and are provided for your use while you are a customer of the service. You acknowledge that you have no right, title or interest in any telephone numbers allocated to you by Grow Digital Marketing as part of the Grow Digital Marketing Call Tracking service. Although Grow Digital Marketing makes every attempt to ensure continued availability of telephone numbers, Grow Digital Marketing reserves the right to alter or replace any number because of compliance with any relevant legislation and in such case, will notify you of any numbering change that will affect the Grow Digital Marketing Call Tracking service supplied to you.
- You acknowledge and agree that Grow Digital Marketing has no control over how an underlying carrier supplies telephone numbers and telecommunication services. Grow Digital Marketing does not guarantee the call quality of the telephone number/s which may be subject to call quality issues such as call delay, line noise and other similar issues. Grow Digital Marketing will use its reasonable efforts to rectify call quality issues but makes no representation or warranty that it will be able to rectify such call qualities within a reasonable time or at all.
- Your use of the service is also subject to the General Terms and Conditions Applying to Phone Lead Alert, located at www.avanser.co.nz. We currently use Avanser as our provider. However, we reserve the right to change providers.

Termination

- When you end your contract for this service with Grow Digital Marketing you will no longer have access to any telephone number allocated to you.
- In the event of termination of Grow Digital Marketing Call Tracker, if you wish to transfer the service to another supplier:
 - you must specify such request to Grow Digital Marketing in writing;
 - an administration fee will be payable to Grow Digital Marketing, as follows: a fee for each number that you request Grow Digital Marketing to transfer, and you will

remain liable to Grow Digital Marketing and its associated suppliers for any charges billed or payable under the Agreement until the provision of all services ceases.

- You acknowledge and agree that DDI landline numbers supplied (e.g. numbers such as (09) XXX-XXXX and (04) XXX-XXXX) cannot under any circumstances be transferred to another supplier.
- The provision of the Grow Digital Marketing Call Tracker service ceases when your account is transferred to another supplier and the other supplier takes over full responsibility for the billing of the relevant services. With respect to any transfer described above, if, after the date of such transfer, Grow Digital Marketing becomes aware of any other charges which were duly incurred by you in relation to the transferred services at any time up to and including the date on which Grow Digital Marketing ceased to provide the services, then you will, promptly upon receipt of Grow Digital Marketing's invoice, pay to Grow Digital Marketing all such amounts.

- **Grow Digital Marketing Facebook Advertising**

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- Grow Digital Marketing will place advertisements for your business on the Facebook platform on your behalf.
- Once your Grow Digital Marketing Facebook Advertising campaign is up and running, we'll then modify and optimize it to try to deliver the best traffic and interaction for your spend. While we will do our best to optimize your results, we do not provide any guarantees or warranties regarding the results of your Grow Digital Marketing Facebook Advertising campaign.
- Monthly reports.

What you need to do:

- Sign off content and images (where needed) in a timely manner as requested by us.
- Please be aware each social media site is governed by its own terms and conditions, which change from time to time. When we create an account for you on Facebook we are acting as your agent and accept those terms and conditions on your behalf.

Here are links to the terms and conditions of Facebook for your information:

- https://www.facebook.com/page_guidelines.php
- You agree to us using your password(s) for Facebook as your agent to the extent required to carry out the Grow Digital Marketing Social services and agree to make us admin of and give us access to your page.

Important information you need to know

- When you cancel Grow Digital Marketing Facebook Advertising we will then remove your advertisements from the Facebook Advertising programme as soon as reasonably possible after we get your termination notice and have verified that it is genuine.
- Grow Digital Marketing might not be able to provide your Facebook Advertising campaign for the full fixed term. For example, Facebook might terminate the programme part way through a term. If this happens, we'll refund you the proportional amount of the management fee for Google Advertising that you have already paid.
- You don't "own" your Facebook Advertising, advertisements or keywords. If you no longer want a Facebook advertising campaign from Grow Digital Marketing, we can transfer your Facebook advertisements, targeting lists or keywords to you. There is a packaging fee for this and it will still need to be set up by your new provider.

Charges

- Your fixed budget covers the fees we pay to Facebook, and a management fee that we keep for setting up and managing your Grow Digital Marketing Facebook Advertising campaign.

Please note:

- While we make best efforts to manage the campaign in line with your budget, the exact spend with Facebook over any month will vary depending on the market conditions and the number of days in a month. In the event of over/underspend we will endeavor to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.

● **Grow Digital Marketing Photography**

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- Single location professional photoshoot (New Zealand only – costs to be agreed)
- Professional editing and post production completion services.
- Talent, props/equipment, location fees are not included unless we agree otherwise in writing.

What you need to do:

- You will need to book the shoot in with us within our required time frames.
- Supply people, props and other items to be agreed with us.
- Please be aware of our booking policy. If you cancel your booking five Business Days or less before the booked shoot date, there is a cancellation fee of \$350.
- Should an outdoor shoot be booked that is weather dependent, cancellation needs to be received 24 hours in advance due to inclement weather or a cancellation fee of \$350 will apply.

- Any specialized shooting or editing requirements beyond the initial brief will be charged additionally at an hourly rate.
- After hours and weekend shoots will incur an afterhours surcharge.

- **Grow Digital Marketing Video**

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- Single location professional photoshoot (New Zealand only – costs to be agreed)
- Shoot planning and scripting
- Professional editing and post production completion services,
- Background music and voice over if preferred (additional music copyright licensing charges may apply)
- Change requests (editing): Two changes inclusive - further changes will incur an extra cost.
- Talent, props/equipment, location fees are not included unless we agree otherwise in writing.

What you need to do:

- You will need to book the shoot in with us within our required time frames.
- Supply people, props and other items to be agreed with us.
- Please be aware of our booking policy. If you cancel your booking five Business Days or less before the booked shoot date, there is a cancellation fee of \$350.
- Should an outdoor shoot be booked that is weather dependent, cancellation needs to be received 24 hours in advance due to inclement weather or a cancellation fee of \$350 will apply.
- Any specialized shooting or editing requirements beyond the initial brief will be charged additionally at an hourly rate.
- After hours and weekend shoots will incur an after-hours surcharge.