

Terms and Conditions

1. Appointment

- 1.1. The Client appoints Page One Solutions to provide the Services in connection with the Client's business, on the rates of remuneration specified in a Statement of Work or Quote.
- 1.2. Both parties (and their representatives) agree to cooperate with each other in furtherance of the terms and objectives of each Agreement.

2. Services

- 2.1. Page One Solutions will provide the Services in accordance with the Client's instructions and the terms (including time frames) specified in a Statement of Work or Quote.
- 2.2. The obligations of each party under an Agreement will only be triggered upon the parties entering into a Statement of Work or signed Quote.
- 2.3. Each Statement of Work or Quote will operate as a separate agreement, incorporating these General Terms
- 2.4. Unless otherwise agreed, Page One Solutions will obtain the Client's prior approval for advertising that Page One Solutions prepares and intends to place for the Client.
- 2.5. Page One Solutions has the sole discretion to:
 - (a) accept or reject content for inclusion in advertising that Page One Solutions prepares for the Client; and
 - (b) determine methods or models for pricing or allocating available spend.
- 2.4. Page One Solutions may engage subcontractors (locally or overseas) when providing Services to the Client.
- 2.7. Where the Services include social media and search engine services, the Client agrees to at all times comply with all relevant third party terms, policies and guidelines, including but not limited to:

- (a) The terms of [Google Inc](#)
- (b) The terms of [Microsoft Inc](#)
- (c) The terms of Meta Inc, including: [Facebook Advertising Terms and Conditions](#), instagram advertising terms, and the [Advertising Standards](#) and associated policies and guidelines;
- (d) The terms of TikTok including the [TikTok Terms of Service](#), [TikTok Privacy Policy](#), [TikTok Community Guidelines](#) and the terms found at the TikTok for Business [Terms, Guidelines, and Policies](#) page;
- (e) The terms of any other third party search engine or social media owners, to the extent they apply to products as updated by the third party search engine or social media owner from time to time.

3. Change Requests

- 3.1 A Statement of Work or Quote may be amended by the parties by entering into a Change Request in respect of that Statement of Work or Quote
- 3.2 Either party may raise a Change Request.
- 3.3 Neither party is required to perform any obligations set out in the Change Request until the Change Request has been executed by both parties.
- 3.4 Upon the execution of a Change Request, the Statement of Work or Quote will be amended as set out in the Change Request from the date as set out in the Change Request, failing which the amendments will take effect from the date of execution by the last party of that Change Request.

4. Special Conditions

- 4.1. If there are any special conditions listed in a Statement of Work or Quote, the special conditions will prevail over these General Terms to the extent of any inconsistency.

5. Fees, Payment and Taxes

- 5.1 Page One Solutions will charge the Client on the basis set out in a Statement of Work or Quote..
- 5.2 The Client will pay Page One Solutions by the due date specified in a Statement of Work or on the Client's invoice, as applicable.
- 5.3 If the Client does not pay Page One Solutions by the due date or if Page One Solutions does not receive the Client's payment for any reason, Page One Solutions may:
- (a) Withhold services to the client until payment is received;
 - (b) Charge the Client interest on the unpaid amounts (at the Reserve Bank's Official Cash Rate at the time the amount was due plus 5%) from the date the amount became due until it is paid in full;
 - (d) Charge the Client reasonable debt collection and legal costs incurred as a result of the Client's failure to pay;
 - (e) Withhold services to the client until payment is received;
 - (f) Suspend or cancel any or all of the Services provided to the Client; and/or
 - (g) Charge the Client a dishonour fee.
- 5.4 Unless specifically stated otherwise, all amounts or fees in relation to the Services do not include any amount on account of GST.
- 5.5 Where Page One Solutions makes a taxable supply to the Client and the consideration for that supply does not expressly include GST, the Client must also pay Page One Solutions an amount equal to the GST payable by Page One Solutions. Subject to first receiving a tax invoice from Page One Solutions the Client must pay the GST amount when it is liable to provide Page One Solutions with consideration.
- 5.6 To the extent that either party is required to indemnify or reimburse the other party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will increase under clause 5.5 if the payment is consideration for a taxable supply.
- 5.7 In these terms:
- (a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) have the same meaning they are given in that Act, unless the context

makes it clear that a different meaning is intended; and

- (b) consideration includes non-monetary consideration, for which the parties must agree on a market value, acting reasonably.

6. Warranties

6.1 Page One Solutions represents and warrants that:

- (a) as at the date of entering into these General Terms, no conflict of interest exists or, as far as Page One Solutions is aware, is likely to arise in the course of providing the Services; and
- (b) the Services will be provided with due care and skill, by competent and trained personnel.

6.2 The Client represents and warrants that:

- (a) the instructions, materials, and other information that the Client supplies Page One Solutions or Page One Solutions with to provide the Services:
 - (i) are accurate, complete and current, and comply with laws, regulations, rules, codes, guidelines and standards applicable to the Client;
 - (ii) do not (Page One Solutions' use will not) infringe the rights of any third parties, such as intellectual property, moral, privacy and confidentiality rights;
 - (iii) do not constitute or are likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity;
 - (iv) are not inappropriate, offensive, unsuitable for minors, obscene, indecent, defamatory, discriminatory, false, misleading, or deceptive or likely to be misleading or deceptive, and do not promote, incite or instruct in matters of crime; and
 - (v) do not identify a person and cannot be used to identify a person (including any copy, photos or other pictorial representations), unless the Client has obtained that person's authority (or, if they are a minor, the consent of their parent or legal guardian);
- (b) it has notified Page One Solutions of advertising requirements and restrictions that are particular to the Client; and
- (c) it has all necessary rights to advertise, sell, distribute, and communicate to others the business, products, goods or services that the Client instructs Page One Solutions to promote, or that are referred to in the instructions, material and other information that it

supplies to Page One Solutions.

7. Intellectual Property

- 7.1 Intellectual property rights in the Final Deliverables that Page One Solutions creates for the Client under a Statement of Work (such as concepts, creative, photographs and videos) will vest in the Client on payment of the fee for the Services under the relevant Statement of Work. If Page One Solutions makes third party licensed content (such as images, photographs, and video) available to the Client as part of the Services under a Statement of Work or Quote, the Client only acquires a non-exclusive non-transferable licence to use such materials for the duration that the Services are provided.
- 7.2 The Client grants Page One Solutions a worldwide, sub-licensable, transferable, royalty free and non-exclusive licence to use, reproduce, modify, adapt, publish, and communicate to the public any materials or other information that the Client supplies Page One Solutions with to provide the Services.

8. Confidentiality and Privacy

- 8.1. The terms of an Agreement are confidential. All information of a confidential nature disclosed by a party to the other will remain confidential and must not be disclosed to any third party (including professional advisors) except for the purposes of performing obligations under an Agreement. This does not apply to the extent that such information:
- (a) is already known by the party, or is in their possession;
 - (b) has been lawfully obtained from another source;
 - (c) is or becomes publicly known though no wrongful act by the party; or
 - (d) must be disclosed pursuant to obligations at law.
- 8.2. Our commitment to privacy is set out in Our Privacy Collection Statement (available at pageonesolutions.com.au/privacy-policy/). The Client acknowledges that it has read and understood the Page One Solutions Privacy Policy and consents to the collection, use and disclosure of Personal Information on the terms and for the purposes set out in the Page One

9. Term and Termination

- 9.1. This Agreement commences on the Start Date and will continue until terminated in accordance with this clause 9.
- 9.2. Either party may terminate this Agreement and/or Statement of Work without cause by providing 30 days prior written notice to the other party.
- 9.3. If the Client terminates an Agreement and/or Statement of Work pursuant to clause 9.2, the Client will:
 - (a) indemnify Page One Solutions against all claims, demands, damages, costs, penalties, suits, and liabilities of any nature relating to any incomplete contracts, reservations and uncancellable commitments associated with the Client at the termination date, which were entered into by Page One Solutions on the Client's instructions; and
 - (b) reimburse Page One Solutions for production costs of any work completed up until the date of termination, which was previously authorised by the Client.
- 9.4. The rights, duties and responsibilities of the parties will continue in full force and effect during any period of notice given pursuant to clause 9.2.
- 9.5. Upon termination of this Agreement and/or Statement of Work, Page One Solutions will return to the Client all materials that the Client supplied to Page One Solutions which are in Page One Solutions's control and possession, and which are relevant to that Agreement.
- 9.6. The rights and obligations under clauses 6 (Warranties), 7 (Intellectual Property), 8 (Confidentiality and Privacy) and 10 (Indemnities) continue in full force after each Agreement ends.

10. Indemnities

- 10.1. The Client indemnifies Page One Solutions (and its related bodies corporate and the directors, officers, agents, and employees of each of them) against all claims, demands, damages, costs, penalties, suits, and liabilities of any nature caused directly or indirectly by:
 - (a) the Client's breach of an Agreement;
 - (b) materials or other information supplied by the Client;

- (c) any act or thing done on the Client's instructions or with the Client's approval.

11. Limitation of liability

- 11.1. Except for the warranties set out in an Agreement, any terms implied by law that cannot be excluded and the Client's rights under statutory guarantees provided under consumer protection laws, Page One Solutions provides no warranties or guarantees to the Client.
- 11.2. If Page One Solutions fails to comply with a statutory guarantee (if they apply to the Client under consumer protection laws) or any term of an Agreement, Page One Solutions' liability is limited for that failure (where it is fair and reasonable to do so in respect of a statutory guarantee) to either of the following (at Page One Solutions' option):
 - (a) supply of the Services again, free of charge to the Client; or
 - (b) paying the Client, the cost of having the Services supplied again.
- 11.3. Subject to clauses 11.1 and 11.2, neither Page One Solutions nor Page One Solutions will be liable for any loss, damage, claim, or demand incurred or made by any person (whether based in tort (including negligence), contract, statute or otherwise) arising out of or in connection with an Agreement.
- 11.4. Without limiting clause 11.3, neither Page One Solutions nor Page One Solutions is liable for:
 - (a) any loss, damage, claim or demand arising in connection with the acts or omissions of any third party;
 - (b) any failure or delay in performing an obligation under an Agreement due to matters Outside Page One Solutions's reasonable control or to the extent it is caused by the Client or results from the Client's failure to take reasonable steps to avoid or minimise its Loss; and
 - (c) loss or damage that was not reasonably foreseeable.

12. Miscellaneous

- 12.1. Subject to clause 4, the terms set out in these General Terms will prevail over a Statement of Work or Quote to the extent of any inconsistency. For the purposes of clarity, if there are any special conditions listed in a Statement of Work, the special conditions will prevail over these General Terms to the extent of any inconsistency.

- 12.2. Where there is any inconsistency between these General Terms and the Page One Solutions Customer Terms, these General Terms will prevail.
- 12.3. Page One Solutions may assign or novate its rights and obligations under an Agreement without the Client's consent. The Client may not assign or novate its rights and obligations under an Agreement without Page One Solutions's prior written consent, not to be withheld unreasonably.
- 12.4. Each Agreement is governed by the laws of the State of Victoria and each party submits to the jurisdiction of the courts of that State.
- 12.5. All rights that a party has accrued before an Agreement ends continue after that Agreement ends.
- 12.6. The rights and remedies provided in an Agreement are in addition to other rights and remedies provided by law independently of that Agreement.
- 12.7. A waiver by either party in respect of a breach of a provision of an Agreement by the other party, will not constitute a waiver in respect of any other breach of that or any other provision.
- 12.8. Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under an Agreement to the extent that such obligations are not the subject matter of the dispute.
- 12.9. If any part of an Agreement is illegal or unenforceable, the rest may be enforced to the extent possible.
- 12.10. These General Terms cannot be varied except in writing signed by both parties.
- 12.11. Page One Solutions is appointed as an independent contractor to the Client, and nothing contained or implied in an Agreement constitutes a party, the partner, agent or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind the other party in any way.
- 12.12. Each Agreement constitutes the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation, or warranty relating to this subject matter.
- 12.13. These General Terms, and each Agreement, may be signed in counterparts which, when each counterpart is taken together, shall constitute one instrument.

13. Definitions and Interpretation

13.1. In this Agreement unless otherwise indicated:

Agreement means these General Terms and the terms of any Statements of Work or Quote.

Change Request means a change request agreed in writing by the parties pursuant to a Statement of Work and these General Terms.

Final Deliverables means the final version of the Services specified in the Statement of Work delivered by Page One Solutions to the Client, in the form and media specified in the Statement of Work and excludes preliminary and alternate works.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Services means services that Page One Solutions will provide to the Client through Page One Solutions under each Statement of Work.

Start Date means the date that these General Terms commence, as specified in the "Agreement Details" section of these General Terms.

Statement of Work means a statement of work agreed in writing by the parties pursuant to these General Terms.

Quote means the quotation document sent of work agreed in writing accepted by the Client.

Page One Solutions Customer Terms means the terms on which Page One Solutions supplies products (as amended from time to time) set out at <https://pageonesolutions.com.au/terms-and-conditions/>.

13.2. In these General Terms:

- (a) the singular includes the plural, and vice versa;
- (b) "includes", "including", "for example", "such as" and similar terms are not words of imitation; and
- (c) a reference to a party includes the party's employees, representatives, and sub-contractors, as the case requires.