

# TERMS AND CONDITIONS

Search It Local - ABN: 21 426 486 497

## 1. Definitions

### 1.1 In these terms and conditions, unless the context otherwise requires:

<b>Australian Consumer Law -</b>	means schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation.
<b>Consequential Loss -</b>	means any loss, damage or costs incurred by a party or any other person that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.
<b>Consumer Guarantee -</b>	means a right or guarantee You may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.
<b>Contract -</b>	means the contract for the supply of services between Us and You consisting of the Order Form and these terms and conditions.
<b>Initial Term -</b>	means the initial term of the Contract described on the Order Form.
<b>Notice -</b>	means a written notice given in accordance with clause 7.
<b>Order Form -</b>	means the request for Services made by You and accepted by Us.
<b>Package -</b>	Packages offered by Us that includes Search Engine Optimisation services(SEO), Adwords , GMB SEO, Web Design or any other of our packages.
<b>Price -</b>	means: (a) the Price for the Packages as sent to You by Us the in an email time to time; or (b) if any other amount is agreed in writing between You and Us, then that amount.
<b>Packages</b>	any Package offered by Us that includes search engine optimisation services, Adwords, Websites or other services we provide
<b>Services -</b>	means the services to be supplied by Us to You as described in the Order Form.
<b>Term -</b>	means the Initial Term or any subsequent Contract Term pursuant to any renewal of the Contract.
<b>We, Us or Our -</b>	means E Media Group Trading Trust as trustee for the E Media Group Trading Trust (ABN 21 426 486 497) trading as Search It Local
<b>Website -</b>	means the website at <a href="http://www.searchitlocal.com.au">www.searchitlocal.com.au</a>
<b>You or Your -</b>	means the person or company described as the client on the Order Form.

# TERMS AND CONDITIONS CONTINUED

## 2. Application of terms

2.1 The Contract applies to all services supplied by Us to You. The terms of the Contract may only be varied by written agreement between Us and You.

## 3. Term, renewal and termination

3.1 If the Services include a GMB SEO Package, unless You give Us prior Notice, at the end of the Initial Term and each subsequent Term the Contract will automatically renew for a further Term of six months.

3.2 If the Services include a Adwords Package, unless You give Us prior Notice, at the end of the Initial Term and each subsequent Term the Contract will automatically renew for a further Term of three months.

3.3 If the Services include a SEO Package, unless You give Us prior Notice, at the end of the Initial Term and each subsequent Term the Contract will automatically renew for a further Term of twelve months.

3.4 If you wish to cancel your subscription you will need to give **US NOTICE IN WRITING TO ANY NOMINATED EMAIL** before close of business the day before your renewal date. If you fail to do so your subscription will be renewed for another subsequent term.

3.5 You may tell Us that You do not want to renew the Contract or that You want to change Your Package by giving us Notice at any time. Such changes will take effect as follows:

- (a) in the case of Notice that You do not want to renew, the Contract will terminate at the end of the then current Term;
- (b) in the case of a change of Package that reduces the total amount of Services, the change will be effective upon renewal of the Contract for the next Term unless agreed otherwise between You and Us; and
- (c) in the case of a change of Package that increases the total amount of Services, the change will be effective upon renewal of the Contract for the next Term unless agreed otherwise between You and Us.

3.6 We may tell You that we do not want to renew Your Contract or that We want to change the Services we provide to You by giving You at least 30 days Notice. Such changes will take effect as follows:

- (a) in the case of Notice that We do not want to renew, the Contract will terminate at the end of the then current Term;
- (b) in the case of a change of Package that reduces the total amount of Services, the change will be effective upon renewal of the Contract for the next Term; and
- (c) in the case of a change of Package that increases the total amount of Services, unless set out otherwise in the Notice, the change will be effective immediately.

## 4. Price and Payment

4.1 You must pay the Price that is current at the beginning of each Term in advance at the beginning of each Term by direct debit. You are required to enter into an agreement for this with Our nominated payment processor.

4.2 We may change our Prices and such Price change will be effective upon renewal of the Contract for the next Term. We will provide You with at least 30 days Notice of any Price changes that affect the Services supplied under this Contract. If You do not accept the Price changes, You may give us Notice that You do not wish to renew the Contract pursuant to clause.

## 5. Goods and Services Tax (GST)

5.1 Words or expressions used in this clause that are defined in A New Tax System (Goods and Services Tax) Act 1999 (GST Act) have the same meaning given to them in that Act.

5.2 Unless otherwise stated, any amount specified in the Contract as the consideration payable for any taxable supply includes any GST payable in respect of that supply.

5.3 Each party agrees to do all things, including providing valid tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Contract.

5.4 If a third party makes a taxable supply and this Contract requires a party to this Contract (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

5.5 If an adjustment event arises in relation to a taxable supply made by a Supplier under this Contract, the amount paid or payable by the Recipient pursuant to clause 4.1 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

5.6 This clause 5 does not merge on completion and will continue to apply after expiration or termination of this Contract.

# Terms & conditions continued

## 6. Your obligations

- 6.1 You must respond in a timely manner to all reasonable requests made by Us in relation to the provision of the Services. These include giving Us ongoing access to Your website, Your Google account and any other online accounts that are relevant to the Services.

## 7. Notices

- 7.1 **ALL CANCELLATIONS WILL NEED TO BE DONE IN WRITING TO ONE OF OUR NOMINATED EMAIL ADDRESSES.** If you wish to cancel your subscription you will need to give Us Notice before close of business the day before your renewal date. If you fail to do so your subscription will be renewed for another term.
- 7.2 We may give a Notice to You by email to the email address nominated on the Order Form. Unless proven otherwise emails (including any attachment) are deemed to have been delivered at the time the email is sent unless We receive a notification of delivery failure within 24 hours.

## 8. Warranty and liability

- 8.1 We make no warranty that search engine optimisation will generate any increase in sales, business activity, profits or any other form of improvement for Your business or any other purpose. Although We will use due care and skill in providing search engine optimisation services, We cannot guarantee improved rankings in any particular search engine.

- 8.2 With the exception of Consumer Guarantees, We exclude:

You may tell Us that You do not want to renew the Contract or that You want to change Your Package by giving us Notice at any time. Such changes will take effect as follows:

- (a) any term, condition or warranty that may otherwise be implied into this Contract;
- (b) any liability for loss or damage incurred as a result of or in connection with the Our negligence; and
- (c) any liability for Consequential Loss.

- 8.3 Our liability in respect of any breach of or failure to comply with any Consumer Guarantee is limited to (at Our option) to supplying the Services again or payment of the cost of having the Services supplied again.

## 9. Costs

- 9.1 If You default in performing Your obligations under the Contract and We incur expenses in enforcing our rights (for example and without limitation, expenses incurred by Us in recovering any moneys owed by You to Us), You must pay those expenses to Us on demand, including all legal costs on a full indemnity basis.

## 10. Unanticipated events

- 10.1 We may cancel or suspend delivery of any of the Services in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond our reasonable control.

## 11. General

- 11.1 The Contract constitutes the entire agreement between Us and You for the supply of Services.

- 11.2 The Contract will be governed by the law of New South Wales. Both We and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.

- 11.3 The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

- 11.4 Neither Our failure nor Your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

- 11.5 I understand that this agreement is ongoing and will automatically renew for the next subsequent unless I provide notice of my termination of the agreement prior to the expiry of the term. I understand that the price for each term will be automatically debited from my account at the beginning of each term.

- 11.6 I have read the Search It Local Terms and Conditions and agree to be bound by them.



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Your Local Digital Marketing Experts