

Standard Terms - March 2026

For the provision of Services by Springboard Digital Pty Ltd ACN 634 185 381 (**we/us/our**).

These Standard Terms (**Terms**) and our proposal documentation (**Proposal**) form the basis of our agreement with you (collectively the **Agreement**) and are our offer of Services to you.

1. Acceptance

You accept our offer and enter into this Agreement when you do any of the following:

- (a) make the initial payment, either through our online payment system or any other method;
- (b) request or approve the commencement of Services in writing (including by email) after receiving a Proposal;
- (c) sign and return a Quote, Proposal or Contract, including via any online contracting portal or digital acceptance platform.

2. Proposal

- (a) Our Proposal may take different forms and may consist of separate parts, which together form a single, comprehensive document.
- (b) The Proposal may include components for Retainer-Based Work and Project-Based Work, with each section clearly outlining its scope, fees, and timelines.
- (c) If a scoping component is specified in the Proposal, we reserve the right to reasonably adjust the scope based on findings during the scoping process. Any changes will be discussed with you in writing.
- (d) You must notify us as soon as reasonably possible if you disagree with any aspect of the Proposal or believe we have misunderstood your requirements.
- (e) In the event of any explicit inconsistency between these Terms and the Proposal, the Proposal will prevail to the extent of that inconsistency.

3. Variations

- (a) Either party may request variations to the Services at any time. If both parties agree to the variation in writing, the Proposal will be updated to reflect the change, thereby amending the Agreement.
- (b) We may reasonably update the Proposal unilaterally upon providing notice to you where:
 - (i) any of our Assumptions are proven to be incorrect; or
 - (ii) technological, software or Ad Network changes impact our intended delivery of Services to you.

4. Project and Campaign plans

- (a) Where project based work is specified in our Proposal, we will prepare a plan containing the following information for your review:
 - (i) an outline of the campaign concept or project plan key deliverables;
 - (ii) informed estimates of the costs and activities which we reasonably anticipate;
 - (iii) an outline of the anticipated schedule which will align with any associated media budgets you have provided; and
 - (iv) any other relevant information relating to the Services you request that is within the scope we have provided.

- (b) For ongoing retainer based work, our team will communicate deliverables, timelines and results with you on a monthly basis as part of your monthly WIP meeting.
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5. Services

5.1 How we Deliver Services

- (a) We will provide the Services:
 - (i) in a professional manner with due care, skill and diligence;
 - (ii) in accordance with all Laws, applicable self-regulatory advertising codes in Australia (including those relating to featuring persons under the age of 18) and any reasonable internal policies you provide to us; and
 - (iii) as set out in the Proposal, including completing work components in order of their ranked priority, and otherwise in accordance with these Terms.
- (b) We will keep you updated via regular WIP meetings at the frequency detailed in the Proposal, or as reasonably agreed by the parties.
- (c) We may provide you with Performance Updates from time to time, in lieu of or in addition to the WIP Meetings.
- (d) Our services may require time for review, data collection and analysis, strategic planning, and evaluation.
- (e) While we will always aim to deliver strong outcomes, you acknowledge that results cannot be guaranteed. Marketing performance depends on many factors outside our control - including your website, pricing, competition, and broader market conditions - and results may vary.
- (f) Our Proposal and work plans are based on key assumptions and our understanding of your account complexity — such as your website platform, campaign volume, and anticipated media spend. If those assumptions prove incorrect or your requirements change significantly, we may need to adjust your plan to ensure it aligns with your needs and the agreed service scope. For example, if your media spend increases beyond your current plan threshold, we may require a move to a higher plan to maintain service levels.
- (g) We will seek your approval before launching any new paid campaigns or media buys through Ad Networks. This includes approval provided in your Proposal, email communication, or other documented format.
- (h) We will seek your approval for the key themes, templates, and broader campaign strategy that will guide the development of Advertising Materials.
- (i) Where it is reasonable and practical to do so, and in line with previously agreed strategy or direction, we may proceed with publishing or launching deliverables (including website content, landing pages, and paid media campaigns) if we have not received feedback or approval within a reasonable timeframe.
 - (i) If you prefer that no materials or campaigns are published or launched without your explicit approval, please notify your Client Success Manager in writing and we will follow that instruction.
- (j) Unless otherwise specified in the Proposal, one round of feedback and revision is included for all content and deliverables. Additional rounds may be offered at our discretion, particularly where clarification is needed or prior feedback was not fully addressed.

5.2 Your Responsibilities Generally

Our services work best when we operate as partners. We'll always aim to make things easy, but like any partnership, we rely on your input and involvement to help things run smoothly. Specifically, we look for you as our client to:

- (a) Provide timely information and responses to questions, feedback on deliverables, and approvals where needed.
- (b) Share relevant updates about any key changes to your business that may affect your marketing, such as new offers, pricing changes, product launches, or updates to your website.
- (c) Where we produce content on your behalf, please review, and in particular, we note that we rely on your expertise to review and confirm the accuracy of any business-specific information. While we take

care to ensure high-quality work, we're not responsible for factual inaccuracies that we could not reasonably be expected to identify.

- (d) Provide our team with access to relevant tools, software platforms, or analytics accounts needed to perform the agreed scope of services.
- (e) Support a culture of respect and collaboration. We're proud of the culture we've built and we work best with clients who share those values. We ask that all communication with our team is respectful, constructive, and professional.

5.3 Search Engine Optimisation (SEO)

Where the services include SEO:

- (a) You authorise us to access your Website Content Management System (CMS) and access, or set up, accounts with third party service providers and platforms such as, but not limited to:
 - (i) Google Analytics
 - (ii) Google Search Console
 - (iii) Google My Business
 - (iv) Google Tag Manager
 - (v) Online directories, and
 - (vi) Third party software and websites
- (b) You authorise us, as part of the SEO Services and in consultation with you, to make changes to your website content, source code and hosting. You agree that you remain responsible, as the website owner, for ensuring that it remains compliant with all applicable laws;
- (c) Unless specifically mentioned in the SEO plan, services do not include Conversion Rate Optimisation.
- (d) Most actions and recommendations under the SEO Plan will be completed as part of your selected plan at no additional cost. However, from time to time we may recommend additional activities that involve third-party costs (e.g. paid directories, software, development work, or tools). These costs are optional and will only be incurred with your prior written approval. Where such recommendations arise, we will notify you in advance, explain the purpose and benefit, and seek your approval before proceeding.
- (e) If your review of SEO content requires significant rework due to new or changed information that was not reasonably available to us when the original draft was created, we may reallocate time from the following month's content development budget to complete the revisions.
- (f) We are not responsible for hosting or website uptime and availability.

5.4 Search Engine Marketing (SEM)

Where the services include SEM:

- (a) You remain the administrator and owner of any accounts with third party service providers such as, but not limited to, Google and Microsoft Ads, and will make payments directly to the service providers for advertising spend incurred on those accounts;
 - (i) Note: alternatively, we can be engaged for managing your media spend, as per the terms outlined in section 12.2(d).
- (b) You authorise us to access or set up your accounts with the relevant third party service providers and purchase advertising on your behalf. We will exercise our discretion as to the timing and placement of such advertising, within the limits set out in the SEM Plan and in accordance with any budgetary limits imposed by you.
 - (i) Daily price variability: we may increase or decrease spend during certain days and times to optimise your returns, therefore daily limits will be inconsistent over the month.
 - (ii) Based on how the advertising bid process works, we may end up slightly over or under budget in any given month. We will take all reasonable measures to ensure that the average monthly spend aligns with your budget (e.g. if the budget is slightly overspent in a month, we will target a lower spend in the following month).

- (iii) Media spend is separate to our fees unless otherwise stated in your Proposal. You are responsible for all costs charged by media platforms (such as Google Ads, or Microsoft Ads) including the configuration of payment methods and billing details within those platforms.
- (iv) We are not responsible for any overspend or billing issues that arise due to platform errors or payment configuration issues beyond our control.
- (c) We do not accept any liability for “disapproved” ads or ads or campaigns stopped by third party service providers. We do not accept any liability for any of your actions with respect to your accounts, including but not limited to breaches relating to intellectual property (copyright, trademarks and patents).
- (d) On cancellation or pausing of your SEM services with us, we are not responsible or liable for any fees charged by third party service providers. Upon cancellation of your SEM services with us, the ability to activate or deactivate your advertising on third party service providers is solely your responsibility, and we do not accept any liability for any charges from the third party service providers.
- (e) If you pause your advertising within the third party service provider’s platforms and do not notify us to pause or cancel products or services, your ongoing fees will remain payable.
- (f) Changes to campaigns, structure, keywords, and other platform-specific entities will be implemented at Springboard’s discretion, in accordance with our strategies.

5.5 Social Media Marketing (SMM)

Where the services include SMM:

- (a) You remain the administrator and owner of any accounts with third party service providers such as, but not limited to, Facebook and Instagram, and will make payments directly to the service providers for advertising spend incurred on those accounts;
 - (i) Note: alternatively, we can be engaged for managing your media spend, as per the terms outlined in section 12.2(d).
- (b) You authorise us to access or set up your accounts with the relevant third party service providers and purchase advertising on your behalf. We will exercise our discretion as to the timing and placement of such advertising, within the limits set out in the SMM Plan and in accordance with any budgetary limits imposed by you.
 - (i) Daily price variability: we may increase or decrease spend during certain days and times to optimise your returns, therefore daily limits will be inconsistent over the month.
 - (ii) Based on how the advertising bid process works, we may end up slightly over or under budget in any given month. We will take all reasonable measures to ensure that the average monthly spend aligns with your budget (e.g. if the budget is slightly overspent in a month, we will target a lower spend in the following month).
 - (iii) Media spend is separate to our fees unless otherwise stated in your Proposal. You are responsible for all costs charged by media platforms (such as Meta, LinkedIn, Tik Tok or Pinterest) including the configuration of payment methods and billing details within those platforms.
 - (iv) We are not responsible for any overspend or billing issues that arise due to platform errors or payment configuration issues beyond our control.
- (c) We do not accept any liability for “disapproved” ads or ads or campaigns stopped by third party service providers. We do not accept any liability for any of your actions with respect to your accounts, including but not limited to breaches relating to intellectual property (copyright, trademarks and patents).
- (d) On cancellation or pausing of your SMM services with us, we are not responsible or liable for any fees charged by third party service providers. Upon cancellation of your SMM services with us, the ability to

activate or deactivate your advertising on third party service providers is solely your responsibility, and we do not accept any liability for any charges from the third party service providers.

- (e) If you pause your advertising within the third party service providers platforms and do not notify us to pause or cancel products or services, your ongoing fees will remain payable.

5.6 Consulting

Where the services include Consulting:

- (a) Consulting sessions are advisory in nature and Springboard Digital does not provide any guarantee on results that may be achieved as a result of this advice.
 - (i) Further, it should be noted that digital marketing results vary based on a range of factors, including 3rd party platform changes over time, changes in competitor landscape, and a range of other factors that are beyond Springboard Digital's control.
- (b) Our plans include one consulting session per month. We're also available for additional contact as needed. If the volume of consultation exceeds reasonable limits, we may propose plan changes or charge additional fees—subject to your agreement in advance.

5.7 Training

- (a) Any training provided as part of the Services is strictly for educational and professional development purposes;
- (b) The success and outcomes of those receiving the training, including the application of any new skills acquired, are your responsibility and at your risk;
- (c) We have not made any representations or warranties with respect to any outcomes of those receiving the training.

5.8 Web Development and Landing Pages

This refers to any type of work Springboard Digital is engaged for, either as an explicit service we invoice for separately or as part of our other work with you.

- (a) You agree to provide all creative assets where possible.
- (b) If this is not possible, you agree to pay for the costs of any images, logos, graphic design or animation libraries that we recommend. We will advise you of the total cost in writing to approve prior to purchase.
- (c) Springboard Digital does not offer hosting services and our web development or landing page work does not include hosting services unless explicitly agreed.
- (d) Domain registration and hosting fees are not included unless explicitly agreed.
- (e) We do not warrant or guarantee the Web Development work or Landing Page will be error free.
 - (i) Though hosting is not typically included, if it is we do not guarantee hosting to be without interruption.

5.9 Tracking and Setup

- (a) The Tracking and Setup we do as part of your onboarding includes gaining access to - or setting up - some or all of the following platforms depending on the services selected:
 - (i) Google Tag Manager
 - (ii) Google Analytics
 - (iii) Google Search Console
 - (iv) Google Ads
 - (v) Meta Ads Manager
 - (vi) Meta Pixel
- (b) Our team will make changes to your website to integrate with these or other platforms and track basic conversion actions.
 - (i) We will take all reasonable measures to set up tracking of your website in an accurate way, however, due to the nature of tracking, the variability of website setups and the dependence on third party platforms, we do not guarantee complete and error-free tracking.
 - (ii) If your website is set up in a way that means we are not able to complete tracking setup in a reasonable time frame, we reserve the right to cancel the tracking and setup service. In these instances, unless other arrangements or requests have been made by you, we will refund any fees paid for this service.
 - (iii) The scope of our tracking setup will be limited to basic website conversions and the information we need to produce insights to help manage your digital marketing campaigns. For any custom or complex website tracking needs that we believe fall out of this scope, we will scope and charge separately for this as a tracking and analytics service, and/or, refer to a specialised tracking and analytics provider.
- (c) The Tracking Setup Fee is applicable for all new clients, regardless of plan and regardless of any existing account setup you may have.
- (d) Existing clients will not be charged the Tracking and Setup Fee if the new plan is for the same site that an existing plan is on.
- (e) Depending on the plan you sign up for, our Tracking and Setup Fee typically includes setting up custom reports for the purpose of measuring the performance of your digital marketing campaigns. Note that these reports are Springboard Digital IP and are provided for existing clients only. If you discontinue your plan with Springboard Digital, access to these reports will be removed.

5.10 Organic Social Media Management

- (a) We will create and manage a content calendar aligned with your marketing goals, brand guidelines, and any updates you provide.
- (b) Content will be delivered in line with the frequency outlined in your Proposal and provided for your review and approval before posting.
- (c) If no feedback is received within a reasonable timeframe, we may proceed under clause 4.1(i), unless you've requested that no content is published without explicit approval.
- (d) Where possible, we will use assets you supply. If not provided, we may source stock imagery or create custom graphics, subject to available scope.
- (e) Unless explicitly included in your Proposal, this service does not include community management, real-time monitoring of comments or messages, or posting to Stories.
- (f) Organic Social does not include paid media or boosted posts. These fall under Social Media Marketing and must be scoped separately.
- (g) Platform reach and engagement are influenced by algorithm changes and user behaviour, which are outside of our control.

5.11 Email Marketing

- (a) We will create and schedule marketing emails in line with the frequency outlined in your Proposal, based on your campaign calendar, promotions, or strategic goals.
- (b) Scope includes copywriting, layout design, image sourcing, and scheduling within your chosen email platform, unless otherwise agreed.
- (c) You are responsible for providing timely access to your email platform, required brand assets, and accurate information for any featured offers or products.
- (d) Email drafts will be provided for review and approval. If no feedback is received within a reasonable timeframe, we may proceed in accordance with clause 4.1(i), unless you have requested explicit approval in writing.
- (e) We rely on your review to confirm the accuracy of any business-specific claims, pricing, or offers included in the email.
- (f) Results such as open rates, click-throughs, and conversions may vary depending on factors like your database quality, subject line performance, and broader market conditions.
- (g) This service does not include list management, database hygiene, CRM integration, technical troubleshooting, or setup of transactional or automated flows unless explicitly included in your Proposal.
- (h) We are not responsible for deliverability issues, spam filtering, or domain-related technical problems unless separately scoped.

5.12 Use of Artificial Intelligence

- (a) We may use artificial intelligence (AI) tools and technologies, including large language models and automated systems, as part of our service delivery. This may include content drafting, data analysis, keyword research, campaign optimisation, and reporting, and you acknowledge and consent to our use of such tools as part of our standard delivery process.
- (b) AI-assisted work forms part of how we deliver our services efficiently and effectively. Our team applies professional judgment to AI outputs as appropriate to the scope and nature of each task.
- (c) Where AI tools we use process your data, we take reasonable steps to ensure those tools operate under appropriate data handling and security standards consistent with clause 13.
- (d) The standard of our services is assessed by reference to the outcomes we deliver. Our use of AI tools forms part of our delivery methodology and does not, of itself, constitute a departure from the standard of care in clause 4.1(a).

6. Delays

- (a) The commencement of your campaigns may be delayed, outside of our control, if:
 - (i) we have not received from you all necessary payments, Client Materials (such as creative assets), login details and passwords required to carry out the Services, or
 - (ii) circumstances outside our control such as disapproval of accounts by Ad Networks or website constraints.
- (b) We will continue to charge fees during delays outside of our control while we actively work to resolve them. If we are unable to continue resolving, we may pause billing at our discretion.
- (c) If we provide a Delivery Plan, it is intended as a best estimate. We will take reasonable steps to meet deadlines and minimise any delays, however, we are not liable for any loss you incur as a result of delayed delivery.
- (d) If we become aware of any delay (or likely delay) in delivery, we will promptly notify you of the details of the delay and provide you with a revised Delivery Plan.
- (e) We do not take any responsibility for faults, delays, or interruptions to the Services caused by:
 - (i) misuse or user error;
 - (ii) delays, action, inaction, or failure by you, your software or equipment, or any third party;
 - (iii) any Force Majeure Event;

7. Contract administrator

We may request that you assign a contract administrator to manage your receipt of the Services and act as your primary contact. This person must have authority to make decisions and represent you in all dealings relating to the Services and this Agreement.

8. Engagement of third parties

- (a) We may engage subcontractors to assist with delivery of Services, such as for specialist tasks or capacity support, at our discretion and without prior notice to you.
- (b) We take full responsibility for the Services provided by any subcontractor we have engaged to assist us with our delivery of the Services.
- (c) We will ensure that third parties we engage in the performance of the Services:
 - (i) are qualified and professional;
 - (ii) are bound by confidentiality and intellectual property terms equivalent to those in this Agreement;
 - (iii) have the necessary skills and experience to perform their allocated duties to a high standard;
 - (iv) do not breach, or cause us to breach, this Agreement.

9. Third party software

- (a) As part of our Services, we may recommend or help you use third-party software solutions (Software). This could include installing, configuring, training, or supporting your use of the Software - either directly or on your behalf using your account. Before doing so, we will obtain your consent and ensure you have access to the relevant Software License terms and conditions.
- (b) You warrant that before you provide your consent under (a):
 - (i) you have had an opportunity to read and understand the Software License; and
 - (ii) you are solely responsible for:
 - (A) your compliance with the Software License; and
 - (B) all fees and costs relating to your access and use of the Software and ours where the Software is being used by us on your behalf and in accordance with your directions including any fees where the Software is used by us on your behalf and in accordance with your instructions; and
 - (iii) We are not liable for any Loss resulting from interruptions, issues, or malfunctions of the Software.

10. Ad Networks

You acknowledge and agree that:

- (a) Ad Networks change their assessment criteria regularly, erratically and for the most part refrain from disclosing;
- (b) Ad Networks exercise a wide discretion to remove or limit advertising where they are of the view that the advertising breaches a policy, Law or is the subject of a complaint, take down notice, legal action, or at the request of a Government Authority. We are not responsible for any impact this may have on your advertising results or business performance;
- (c) Software enabling users to access Ad Networks may also affect the way in which advertisement and information may be displayed to users;
- (d) The factors set out in (a)-(c) are entirely outside our control, but can impact upon the appearance and positioning of the Advertising Materials, along with the overall effectiveness of your advertising to generate leads; and
- (e) The conversion rate of your advertising depends on a wide variety of factors which are also outside our control, including economic conditions, demand, pricing (including discount strategies), payment options, brand recognition, ease of follow through with purchase and logistics.

11. Intellectual property

11.1 Background and third party IPR's

- (a) Nothing in this Agreement transfers IPR's belonging to a party that were created prior to the parties entering this Agreement.
- (b) You acknowledge and agree that we are not required to provide you with any Project Materials (including source materials or templates and processes used by us in the delivery of the Services).
- (c) You acknowledge that the Advertising Materials may comprise third party IPR's which we will procure or obtain a right or licence for you to use for the purpose of enjoying the benefit of the Services, but which may not be assigned to you under clause 11.2(c).
- (d) We will only incorporate third party IPRs in the Advertising Material where the limitations and conditions relating to use will not interfere with your anticipated use of the Advertising Materials.
- (e) You must ensure that we are permitted to use any third-party information or IPR's that you provide to us for use in the provision of our Services and the creation of Advertising Materials.
- (f) We will provide you with notice where use of any Advertising Materials are subject to third party ownership, conditions or limitations that you were not aware of.

11.2 Intellectual property rights

Unless otherwise specified in the Proposal:

- (a) *Client Material*: you grant us a licence to use your Client Materials for the purpose of providing the Services under this Agreement, including the right to use, reproduce, modify, and create derivative works.
- (b) *Project Materials*: Subject to clause 11.1, we own all IPRs in the Project Materials that are not Advertising Materials.
- (c) *Licence to Project Materials*: we grant you a royalty-free, irrevocable, transferable, sub-licensable, world-wide licence to use the Project Materials for the limited purposes of receiving the Services and utilising the Advertising Materials.
- (d) *Advertising Materials*: we assign all right, title, and interest in our IPRs in the Advertising Materials to you, free from encumbrances, upon full payment of all amounts due under this Agreement.
- (e) *Ongoing Use of Project Materials*: Nothing in these Terms prohibits us from using or licensing to third parties our IPRs in the Project Materials.

11.3 Moral Rights

Where we have assigned our IPR's in the Advertising Materials and the Advertising Materials were:

- (a) created by us, we irrevocably and genuinely consent, as the author of the works, to any acts or omissions of any person, including you, in connection with the works after the assignment, which might otherwise infringe our moral rights; or
- (b) created by a third party, we will obtain and provide to you irrevocably and genuinely given consents from the authors of the works in the same terms as required under sub-clause 11.3(a).

12. Fees, charges and payments

12.1 Service Fees

As consideration for our delivery of the Services, you agree to pay us the Service Fees in the amount and manner as specified in our Proposal.

12.2 Payment structure and options

(a) Billing cycle and payment terms.

- (i) We will charge you for the Service Fees and Expenses in accordance with our Proposal.
- (ii) For retainer-based work

- (A) Our fees commence from the Start Date, subject to the terms of this Agreement.
 - (1) In particular note, our fees commence from when we start setting up your account and getting campaigns ready prior to launch, it is not dependent upon campaign launch date.
 - (B) Payment will be charged in advance on a monthly basis.
 - (C) The initial payment will cover the first month of Services in advance along with any applicable setup fees.
 - (D) Subsequent monthly payments will be processed or invoiced on that same calendar day each month.
- (iii) For project-based work, full payment in advance is typically required unless stated otherwise in our Proposal.
 - (iv) By mutual agreement, we may agree to alternate payment arrangements, such as larger advance payments or milestone-based payments. Any such arrangements must be documented in writing.
- (b) **Payment by credit card.**
This is our preferred payment method. It is recommended that clients pay by credit card to avoid additional management fees.
- (i) The credit card provided at the time of sign-up will be automatically charged each month unless we are notified of a change in payment method.
 - (ii) A copy of your payment receipt will be sent via email after each transaction.
- (c) **Payment by invoice**
Clients may request to pay management fees by invoice, subject to the following conditions:
- (i) Payment by invoice is subject to approval by Springboard Digital and will be assessed based on factors such as creditworthiness, payment history, and the scope of services provided. As part of this process, Springboard may request additional documentation to confirm the payment arrangement, such as an approved purchase order or equivalent authorisation.
 - (ii) Invoices must be paid within seven (7) days of issuance, unless alternative payment terms are agreed upon.
 - (iii) Invoices overdue by more than thirty (30) days will incur a late fee of 2.5%, which will be added to the next invoice.
- (d) **Media handling fee**
Clients are encouraged to pay publishers (e.g. Google, Meta) directly to avoid incurring this cost. However, clients can request Springboard Digital pay for their media spend on their behalf. This is subject to the following conditions:
- (i) A 5% media handling fee will be applied to the total media spend.
 - (ii) This option is available to clients who pay by either credit card or invoice.
 - (iii) This option is subject to approval by Springboard and will be assessed based on factors such as creditworthiness, payment history, and the scope of services provided.
 - (iv) If approved, the estimated media spend must be paid in advance to Springboard Digital. We will not proceed with purchasing media until the required payment has been received.
- (e) **Fee increases**
Our plans and fees for retainer-based work may increase from time-to-time, typically less than once per year. Note:
- (i) We agree not to increase your fees for at least the first 6 months from your Start Date.
 - (ii) We will communicate to you at least 30 days in advance if we do have any price increases that will impact you.

- (iii) You may be offered the option to lock in your current fee structure by entering a Fixed Term Contract under clause 19.1(d).

12.3 Setup and commencement fees

(a) Retainer work

- (i) Upon signing up for retainer-based services, you will be charged an initial setup fee that covers onboarding, tracking setup, and administrative work necessary to commence the Services.
- (ii) The setup fee amount will be specified in the Proposal and is payable in advance along with the first month's service fees.
- (iii) Subsequent monthly fees will be billed in advance on the same calendar day each month as the sign-up date, as outlined in clause 12.2(a).

(b) Project work

- (i) For project-based work, full payment is typically required in advance, unless alternative arrangements are expressly outlined in the Proposal.
- (ii) Where alternate payment arrangements are agreed upon, they may include milestone-based payments, staged deposits, or progress payments. These will be clearly defined in the Proposal.
- (iii) The initial setup fee for project work may include costs for research, tracking setup, and other administrative activities required to commence the project. This fee will be specified in the Proposal.

(c) Additional Payment Terms

By mutual agreement, we may consider alternate payment structures for either retainer or project work, such as larger advance payments, milestone payments, or extended payment plans. Such arrangements must be documented in writing to be enforceable.

12.4 Hourly rates

Services we provide on a time basis, or work required outside of the scope set out in our Proposal, will be charged in accordance with our hourly charge out rates.

12.5 Fixed fee

Services we provide on a fixed fee basis will be provided strictly in accordance with the scope detailed in our Proposal as reasonably determined by us in our sole discretion.

12.6 Additional work

Any additional work that has not been specifically quoted will be charged in accordance with sub-clause 12.4. Subject to a varied proposal being agreed to under clause 3, additional work that is considered by us to be new work (i.e. does not relate to the original scope) will, unless we otherwise agree, amount to a minimum charge of 1 hour.

12.7 Expenses

- (a) Any costs and reasonable out-of-pocket expenses which are necessary to provide our Services (Expenses) will be paid or reimbursed (as the case may be) by you where we have received prior written approval from you regarding the incurring of the Expense.
- (b) Where approved Expenses under 12.7(a) are related to advertising, you will make payment either:
 - (i) directly to the relevant Ad Network; or
 - (ii) in advance to us in accordance with sub-clause 12.2(d).

12.8 Payment

- (a) You must pay us all amounts outlined in our invoice in the manner reasonably nominated without set-off, counter-claim, holding or deduction.
- (b) Subject to clause 12.9, if you fail to pay any of our fees in accordance with sub-clause (a), we may:
 - (i) charge you for all costs and expenses incurred by us in recovering our outstanding fees from you;
 - (ii) charge you compound interest at a rate of 10% per annum on the overdue amount which will begin accruing on the first day that payment is overdue; and

(iii) immediately suspend the provision of any and all Services to you until payment is received by us.

12.9 Disputed fee

- (a) If you dispute the whole or any portion of the amount claimed in an invoice, you must pay the portion of the invoice which is not in dispute (in accordance with sub-clause 12.8) and provide notice to us within 7 days of receipt of the invoice your reasons for dispute (Invoice Notice). The undisputed portion of the invoice will be re-issued as a new invoice.
- (b) Upon receipt of your Invoice Notice, we will within a reasonable time provide you with evidence substantiating the Service Fees and Expenses and addressing your reasons of dispute.
- (c) If the dispute cannot be resolved within 7 days of our substantiation under sub-clause (b), the dispute must be referred to the dispute resolution procedure in clause 14.

12.10 GST

- (a) Unless otherwise expressly stated in our Proposal or these Terms, all amounts payable to us under this Agreement are exclusive of GST.
- (b) If GST is imposed on any supply made under or in accordance with this engagement and GST has not been accounted for in determining the consideration payable for the supply, then we may recover from you an amount on account of GST. That amount is equal to the value of the supply calculated in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) multiplied by the prevailing GST rate.

13. Confidentiality, privacy and data security

13.1 Recipient must keep Confidential Information confidential

Each party must:

- (a) keep confidential all Confidential Information;
- (b) only use Confidential Information for the purpose of providing or receiving (as the case may be) the Services; and
- (c) procure that its Personnel comply with sub-clauses (a) and (b).

13.2 Disclosure exceptions

The obligations in sub-clause 13.1 do not apply:

- (a) to the extent necessary to enable a party to make any disclosure required by law;
- (b) to the extent necessary to enable a party to perform its obligations under this Agreement;
- (c) where disclosure is required for any quality assurance or insurance purposes;
- (d) to the extent necessary to receive professional (legal or financial) advice;
- (e) to any disclosure agreed in writing between the parties; or
- (f) in respect of any portion of the Confidential Information which has entered the public domain other than as a result of a breach of this Agreement.

13.3 Publicity

- (a) You agree and provide us with a licence enabling us to, following the provision of reasonable notice to you, publish your branding and any case studies describing our Services on our website or other advertising medium, representing you as our client and the services we offer for the purposes of advancing our own publicity, provided we comply with the confidentiality obligations contained in sub-clauses 13.1 and 13.2.
- (b) You may rescind our right to publish the information in sub-clause (a) at any time upon providing notice to us.

13.4 Privacy

We will:

- (a) comply with the *Privacy Act 1988* (Cth) and any other applicable privacy laws; and

- (b) not do any act, engage in any practice, or omit to do any act or engage in any practice that would cause you to breach any Australian privacy law.

13.5 Data security requirements:

If we deal with any of the Client Material, we must:

- (a) comply with those policies relating to data security you have provided to us along with any reasonable requirements you make from time to time;
- (b) treat your Client Material as Confidential Information;
- (c) take reasonable steps to restore any Client Material that is lost, destroyed, corrupted or altered by us in connection with the provision of the Services;
- (d) comply with any reasonable direction from you with respect to remedying or addressing any loss or unauthorised use or access to your Client Material;
- (e) inform and co-operate with you in the event of any risk regarding the security of your Client Material; and
- (f) comply with any reasonable additional data security requirements set out in the Proposal.

14. Disputes

- (a) If a dispute (**Dispute**) arises between the parties to this Agreement which they cannot resolve, then the party claiming that a Dispute has arisen must deliver to the other parties a notice containing particulars of the Dispute (**Dispute Notice**).
- (b) During the period of 10 business days after delivery of the Dispute Notice, or any longer period agreed in writing by the parties to the Dispute (Initial Period), the parties must meet in good faith in an attempt to resolve the Dispute.
- (c) If the parties cannot resolve the Dispute within the Initial Period then unless they all agree otherwise, they must appoint a mediator to mediate the Dispute in accordance with the rules of the Resolution Institute. The parties must participate in the mediation in good faith.
- (d) The mediator must be agreed on by the parties within 10 business days after the Dispute Notice is given to the parties and if they cannot agree within that time the mediator will be nominated by the president of the Resolution Institute.
- (e) The mediation concludes when:
 - (i) all the parties agree in writing on a resolution of the Dispute; or
 - (ii) a party, not earlier than 20 business days after appointment of the mediator, has given 5 business days' notice to the other parties and to the mediator, terminating the mediation, and that 5 business days has expired without all the parties agreeing in writing on a resolution of the issue.

15. Insurance

For the duration of the term (as set out clause 16.1), we must maintain:

- (a) cyber liability insurance with cover of \$1 m;
- (b) professional indemnity insurance with cover of \$2 m

and will promptly provide a certificate of currency or PDS relating to any of these policies upon your request.

16. Limitation of liability

- (a) Subject to (b) and (c), unless otherwise required by Law, our liability for any Loss arising from any breach of this Agreement or any issue with the Services or Advertising Materials we have provided, in contract, tort or equity are limited to the greater of:
 - (i) the amount paid or due to be paid under this Agreement in a 12 month period for our Services (excluding Expenses); and
 - (ii) the amount paid out under an insurance policy we hold (less any excess).
- (b) We will not be liable for Loss you suffer as a consequence of the suspension of our Services pursuant to clause 12.8(b)(iii), and such suspension shall not be considered a breach of this Agreement.

- (c) To the maximum extent permitted by Law, we will not be liable for any Consequential Loss incurred by you or any other person whether directly or indirectly related to our engagement under this Agreement.
 - (d) Liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by ss 51 to 53 of the Australian Consumer Law) is limited (at our election) to us providing the Services again or the cost of having the Services supplied again.
 - (e) We will not be liable for any part of our Services or Advertising Materials that are conditional upon Assumptions where further information or events result in those Assumptions being incorrect.
 - (f) Nothing in these Terms limits or excludes any rights you may have under the Australian Consumer Law (ACL) or any other applicable law that cannot be lawfully excluded. If any provision in these Terms is found to be unfair or unenforceable under the ACL, it will be severed to the minimum extent necessary and the remainder will continue in full force.
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17. Disclaimer

- (a) Further to clause 10 above, you acknowledge and agree that, despite our compliance with clause 5.1(a), we make no representations or guarantees that the Advertising Materials will not appear alongside material which is pornographic, obscene, illegal or otherwise contains computer viruses, nudity, tobacco products or anything which might be considered immoral (**Adverse Positioning**).
 - (b) If you become aware of any Adverse Positioning of the Advertising Materials, let us know and we will make immediate efforts to identify and address the issue where possible.
 - (c) You acknowledge and agree that:
 - (i) our historical successes are not necessarily representative of our future outcomes; and
 - (ii) we do not make any representations or guarantees in respect of the outcomes or results you are likely to achieve from our Services.
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18. Indemnity

18.1 Mutual indemnity

Each party agrees to indemnify the other against any Loss that may be incurred by us arising from or in connection with:

- (a) a material breach or default of this Agreement by a party or a person they are responsible for;
- (b) a negligent act or omission of a party or a person they are responsible for;
- (c) a failure by a party to comply with any Law;
- (d) any Claim made against a party by any third party in connection with the information, material or documents provided to it by the other party.

18.2 Limitation

To the extent that any Claim or Loss occurs as a result of any negligent act or omission caused by the other party, or the other party's failure to comply with the material obligations of this Agreement, a party's liability under clause 18.1 will be proportionately reduced.

19. Term and termination

19.1 Contract Periods and Minimum Terms

- (a) Your Initial Term will be set out in the Proposal or Contract documents.
- (b) You may not cancel during the Initial Term. If you choose to stop Services early, the full amount for the Initial Term remains payable.
- (c) For clients that sign up to an initial term of 6 months or more, after the Initial Term, unless we receive valid notice to terminate 30 days' prior to your renewal date, this Agreement will automatically renew into a new 6-month term at the completion of both the initial and subsequent terms.
- (d) For clients that sign up to an initial term of 3 months, unless we receive valid notice to terminate 30 days' prior to your renewal date, this Agreement will transition to a month-to-month arrangement.

19.2 Termination Process

- (a) Once the Initial Term has been completed (or for clients on a Fixed Term Contract), either party may terminate the Agreement with 30 days' written notice.

19.3 Termination Fees

- (a) Once terminated, we will issue any remaining invoices that cover your subscription period until the termination date.
 - (i) Note, we require 30 days' notice for cancellation, even if you do not wish for services to be provided during this time. You remain liable for your final invoice which covers you until your termination date.

19.4 Upon Termination

- (a) Springboard will continue to deliver services to you during the 30-day cancellation notice period, with the following conditions:
 - (i) *Ongoing Campaign Management:* Springboard will continue to manage all existing digital campaigns that were active prior to the notice of termination. This includes monitoring, optimising, and maintaining performance to meet established objectives.
 - (ii) *No New Campaigns:* Springboard will not build or initiate any new digital campaigns during the notice period. Requests for new campaigns or significant additions to existing campaigns will not be accommodated.
 - (iii) *Requests for New Campaigns:* If the client requests that Springboard build out any new campaigns during the cancellation notice period, the notice period may be extended by the time required to complete the requested campaigns. The client will be charged accordingly for this additional time and services.
 - (iv) *Access to Data and Accounts:* Springboard will ensure the client retains access to relevant data and accounts associated with their campaigns. Any necessary handover processes will be initiated during this period to ensure a smooth transition.
- (b) Following termination you must:
 - (i) Promptly pay all Expenses and all outstanding Service Fees in accordance with clause 12.8 that are not subject to dispute under clause 12.9; and
 - (ii) Return or delete all of our Confidential Information that has been provided to you during the provision of our Services.
- (c) Following termination we must:
 - (i) Refund you the balance of any money that you have paid in advance, once we have set-off all of our outstanding Service Fees and Expenses;
 - (ii) Return or delete all of your Confidential Information that has been provided during the provision of our Services, except for one copy where required for quality assurance or insurance purposes; and
 - (iii) No longer access any of your Accounts unless otherwise authorised by you in writing.

20. Notices

Any notice given under or in connection with this engagement:

- (a) Must be in legible writing and in English;
- (b) Must be addressed to a party's contact address as shown on the Proposal or as otherwise notified by a party to the other party from time to time;
- (c) Must be:
 - (i) Sent by email to that party's email address (preferred); or
 - (ii) Sent in writing to that party's address; and
- (d) Will be deemed to be received by the addressee:

- (i) if sent by email, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth); or
- (ii) if sent by post - on the day it is received by us in the office or the third business day after the day on which it was posted (whichever is sooner).

21. Acknowledgement

You acknowledge that:

- (a) you have read, understood and have agreed to be bound by these Terms and the Agreement;
- (b) you have received and will retain your own copies of these Terms and our Proposal;
- (c) you have been informed by us that you should seek independent advice in relation to these Terms prior to accepting offer of Services; and
- (d) by entering into this Agreement under clause 1, you agree that you either:
 - (i) obtained legal advice in relation to this Agreement; or
 - (ii) were afforded ample opportunity to obtain advice but declined.
- (e) Any person that accepts this Agreement on your behalf, represents and warrants to us that they are duly authorised by you to accept this Agreement on your behalf and their acceptance on your behalf is effective to legally bind you to this Agreement.

22. General matters

22.1 Interpretation

In interpreting this document:

- (a) headings are for convenience only and will not affect interpretation of this Agreement;
- (b) words in the singular include the plural and words in the plural include singular, according to the requirements of the context;
- (c) a reference to legislation or other law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and
- (e) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Corporations Act 2001* have the meaning given in that Act, unless the context otherwise requires.

22.2 Non-solicitation

During the Term of this Agreement and for a period of 12 months after its expiration, neither party will solicit, interfere with or endeavour to entice away any employees or customers of the other party or counsel, procure or assist any person to do those things.

22.3 Survival and essential terms

- (a) Clauses 9, 11.2, 13, 14, 17, 19.4, 22.5 and 22.10 are taken to survive this Agreement.
- (b) Clauses 5, 11 and 13 are essential terms of this Agreement.

22.4 Amendments

- (a) Any amendments to these Terms must be made in writing or if agreed verbally between us, must be confirmed in writing within a reasonable time after such verbal agreement.
- (b) We may update these Terms from time to time. Where updates are material, we will provide you with at least 30 days' written notice. If you do not accept the updated Terms, you may terminate the Agreement with 30 days' notice.

22.5 Assignment

- (a) Subject to clause 22.5(b), a party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.

- (b) You agree that if we merge or amalgamate with another entity or otherwise sell or dispose of our business, we may assign or novate this Agreement, including all materials, personal information, confidential information and ideas supplied by you, to that other entity, provided that entity agrees to be bound by the stipulations in this Agreement or to stipulations equivalent in effect.

22.6 Further assurances

Each party must promptly do all further acts and execute and deliver all further documentation reasonably requested by the other party to give effect to the contemplations of this Agreement.

22.7 Consents

Unless these Terms expressly state otherwise, a party may in its absolute discretion, give conditionally or unconditionally or withhold, any consent under these Terms. To be effective any consent under these Terms must be in writing.

22.8 Force majeure

A party will not be liable for any failure or delay in the performance of its obligations under the Agreement to the extent that such failure or delay:

- (a) is caused by a circumstance not within the reasonable control of the party; and
(b) could not have been reasonably avoided, prevented or circumvented by the party.

22.9 Waiver

The non-exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by notice signed by the party to be bound by the waiver.

22.10 Jurisdiction

This engagement is governed by the law in force in the State of Queensland and each of us submit to the non-exclusive jurisdiction of the courts of Queensland.

22.11 Severability

Any provision of these Terms that is illegal, void or unenforceable will be severed without prejudice to the balance of the conditions which will remain in force.

22.12 No Exclusivity

Unless expressly agreed in writing, we do not offer exclusivity and may work with other clients in your industry or direct competitors. If we consider a potential new client to be in direct competition with you and believe that engagement may materially impact our ability to deliver services to you, we may choose to discuss this with you prior to proceeding. However, no representation of exclusivity is made unless explicitly stated in your Proposal.

23. Definitions

In these Terms the following definitions apply:

Ad Networks mean digital advertising channels including search engines, paid search advertising, social media advertising, native advertising and display advertising.

Advertising Materials mean all finalised advertising content created by us in the course of, or as a consequence of, providing the Services to you and includes each item that is identified as a deliverable in the Proposal.

Advisory Services means Consulting, as defined below.

Assumptions means:

- (a) any qualifications or suppositions detailed relating to the Services or Advertising Materials set out in the Proposal; and
(b) the expectations we have relied upon as set out in clause 5.4(b).

Client Material means all data, information, imagery, branding and other material you own or receive under license which you provide or make available to us in connection with the provision of our Services.

Confidential Information means information that is by its nature confidential and:

- (a) is designated by a party as confidential;
 - (b) is described in the Proposal as confidential; or
 - (c) a party knows or ought to know is confidential,
- but does not include information that:
- (d) is or becomes generally available in the public domain, other than through any breach of confidence;
 - (e) is rightfully received from a third person other than as a result of a breach of confidence; or
 - (f) has been independently developed by a party without using any Confidential Information of the other.

Consequential Loss means indirect economic loss, loss of income or profit, loss or damages resulting from wasted management time, damage to goodwill or business reputation, loss of contract, loss of data, liability under other agreements or to third parties, loss of opportunity or any other special, indirect, remote or punitive loss or damage.

Consulting is any form of advice or recommendations that form a stand-alone offering or is provided as part of our other work with you.

Copyright Act means the *Copyright Act 1968* (Cth).

Claim includes, in relation to a person, a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Delivery Plan means a timetable for the delivery of the Services outlined in the Proposal.

Email Marketing means the planning, creation, and distribution of marketing emails to your customer database using platforms such as Klaviyo, Mailchimp, Campaign Monitor, or similar. This includes copywriting, design, segmentation, scheduling, and reporting of email performance, with the aim of driving customer engagement, sales, or lead generation.

Force Majeure Event means any event or circumstance not within the reasonable control of the affected party, including but not limited to natural disasters, pandemics, government actions, war, terrorism, labour disputes, power or internet outages, and failures of third-party platforms or services.

Government Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

IPR's means all intellectual property rights of whatever nature including all rights conferred under statute, common law or equity, including all copyrights, patent rights, trade mark rights (including any goodwill associated with those trade mark rights), design rights and trade secrets together with any documentation relating to those rights but does not include moral rights.

Loss includes any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Organic Social Media Management refers to the creation, publishing, and management of unpaid (non-advertising) content across social media platforms such as Facebook, Instagram, LinkedIn, TikTok, and others. It includes activities such as writing and designing posts, managing content calendars, community engagement, and performance reporting.

Personnel means employees, agents and contractors.

Project Materials means any methodologies, templates, tools, ideas, processes, documents (including working proofs), diagrams, graphics, plans, instructions, drawings, reports, software code, know-how, training materials and instructions created or adapted by us during the course of providing the Services.

Proposal means the document we have provided to you specifying in detail the Services, Advertising Materials, Delivery Plan and Service Fees.

Search Engine Marketing refers to advertising on Google Ads, Microsoft Ads (previously Bing) or similar platforms. It is often referred to as Pay-Per-Click (PPC). It is inclusive of Google and Microsoft other advertising channels including Display Advertising and Video Advertising through YouTube.

Search Engine Optimisation refers to strategies used to improve your website's visibility in unpaid (organic) search results across platforms like Google and Bing. This includes optimising content, technical performance, and backlinks to help your site rank higher for relevant terms — and increasingly, to improve visibility within AI-powered search experiences.

SEM means Search Engine Marketing, as defined above.

SEO means Search Engine Optimisation, as defined above.

Services mean all services of a primarily digital marketing nature that we will provide to you as set out in our Proposal.

Service Fees means our fees for the provision of our Services.

SMM means Social Media Marketing, as defined below.

Social Media Marketing refers to advertising through paid placements on social platforms such as Facebook, Instagram, LinkedIn, TikTok, and others. It involves targeting specific audiences to promote your brand, products, or services through formats like image, video, carousel, and story ads.

Update Reports means any formal or informal reports provided by us on the outcomes of our Services to date, such as open rates, click-through rates and conversion rates.

WIP Meetings means Work In Progress Meetings, see below.

Work In Progress Meetings mean meetings where we discuss and analyse the results of Services we have performed and develop strategies relating to more effectively providing Services we are to provide.