

Agreement for Digital Marketing Services

This Agreement ("Agreement") is made and entered into as of the [Signed Date] by and between:

1. QuackStudios
ACN 666 965 000
(hereinafter referred to as "QuackStudios")
2. You (Customer)
(hereinafter referred to as "Client")

QuackStudios and the Client are collectively referred to as the "Parties" and individually as a "Party."

QuackStudios is a digital marketing studio providing a variety of marketing services including, but not limited to, website development, digital advertising, content creation, social media management, and

The Client desires to engage QuackStudios to provide certain marketing services as detailed herein and QuackStudios agrees to provide such services under the terms and conditions set forth in this Agreement,

In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1 TERM

1.1 Initial Term

This Agreement ("Initial Term") shall commence on the [Signed Date].

1.2 Effective Date

For the purposes of this Agreement, the Effective Date shall be the date on which this Agreement is signed by the last of the Parties to sign. This date shall be duly noted in the signature block of this Agreement.

2. SERVICES

2.1 Description of Services

QuackStudios will provide the services as set out in the proposal. If the proposal contains hosting services, the hosting module will also form part of the services provided.

2.2 Description of Services

QuackStudios will provide the services as set out in the proposal. If the proposal contains hosting services, the hosting module will also form part of the services provided. The scope of services to be provided by QuackStudios shall include, but not be limited to, the creation of a custom-coded website, copywriting and website hosting. The website will be tailored to the Client's unique branding and aesthetic preferences, incorporating responsive design, SEO optimisation, and a user-friendly interface.

Any additional services or features requested by the Client outside the scope of this website development (such as e-commerce integration, additional pages, or redesigns) will be subject to our standard hourly rate.

2.3 Deliverables

QuackStudios shall deliver a fully functional custom-coded website, based on the Client's specifications. Regular contact will be maintained between the Client and their Project Manager to notify progress and development updates. QuackStudios shall also conduct a final review meeting upon completion to present the website, make final adjustments, and ensure the website meets the Client's expectations and requirements.

3. FEES AND PAYMENT

3.1 Services Fees

The Client agrees to pay QuackStudios the total as set out in the proposal for website development services. The website development fee covers the design, development, testing, and deployment of a custom website tailored to the Client's specifications.

3.2 Setup Fee

The Client shall pay a one-time website account setup fee of \$329.00. This fee is payable at the same time as when accepting this agreement. The setup fee covers the initial consultation, project setup, domain configuration, and technical preparations necessary for the development and maintenance of the website. Unless specified to the contrary in the proposal, the client agrees to pay 20% of the service fees on the Acceptance Date.

3.4 Initial Payment of Fees

These initial payments are due within seven (7) days of signing this Agreement. Work shall not commence until the setup fee and first month's fees are paid in full.

3.5 Payment Terms

Fees are due within 7 calendar days of receiving an invoice from QuackStudios in relation to the services provided. Payments not received within seven (7) business days of the due date shall incur a late fee of 1.5% per day on the outstanding balance. Continued non-payment beyond fourteen (14) days may result in suspension of services until all overdue amounts are settled.

Unless specified to the contrary in the proposal, the client agrees to pay 20% of the service fees on the Acceptance Date, 40% on the Commencement Date, and 40% on the Sign Off Date, plus any additional fees detailed in the proposal or payable under this agreement.

3.6 Additional Charges

Any work completed by QuackStudios that is outside the scope of the Client's proposal will be the subject of a separate quote for fees and in the absence of such a quote, will be invoiced and payable at QuackStudios' current hourly rates.

3.7 Unpaid Fees

In the event that the Client fails to pay any fees due under this Agreement within the specified timeframe, QuackStudios reserves the right to engage a debt collection service to recover the outstanding amounts. The Client acknowledges and agrees that all costs associated with the debt collection, including but not limited to fees charged by the debt collection agency, legal fees, and any other related expenses, shall be borne by the Client.

3.9 Client's Responsibility

The Client agrees to make every effort to settle any outstanding fees promptly upon receiving notice from QuackStudios. Failure to do so may result in additional costs and legal actions, which the Client agrees to bear. The Client's obligation to pay any outstanding fees and associated costs shall survive the termination or expiration of this Agreement.

4. SERVICES PROVIDED

QuackStudios shall provide the following services to ensure the timely completion of the website:

- a) Development of a fully custom website
- b) Writing of website copy
- c) Website Hosting
- d) Domain management

These services are integral to the website creation strategy and execution plan tailored specifically for the Client.

5. PRICE ADJUSTMENTS

5.1 Notification of Adjustments

QuackStudios shall notify the Client in writing of any proposed adjustments to the prices of services. This notification shall include a detailed explanation of the reasons for the adjustment, the percentage increase, and the effective date of the new prices. The notice period for any price adjustments shall be a minimum of five (5) business days before the adjusted prices come into effect.

5.2 Acceptance of Adjustments

The Client shall be deemed to have accepted the adjusted prices if no objection is raised within the five (5) business days notice period. In the event that the Client objects to the price adjustments, QuackStudios reserves the right to either negotiate the terms with the Client or terminate the Agreement without further obligation, except for the payment of any fees for services already rendered. Any such termination shall be conducted in a manner that minimises disruption to the Client's business operations.

6. REFUNDS

6.1 No Refund Policy

The Client acknowledges and agrees that all fees paid under this Agreement are non-refundable. QuackStudios does not provide refunds for any services rendered under this Agreement, including but not limited to digital marketing services, Google Review Management, and website development fees. This no refund policy applies regardless of the Client's satisfaction with the services provided.

6.2 Exceptions

In exceptional circumstances, and at QuackStudios' sole discretion, partial refunds may be considered if services have not commenced or if QuackStudios is unable to fulfil its obligations due to circumstances beyond its control.

7. COMMENCEMENT OF WORK

7.1 Effective Date of Commencement

This Agreement shall become effective upon execution by both Parties. However, QuackStudios shall not commence any work or provide any services until the Client has paid the initial fee(s) as outlined in Section 3.2. Upon receipt of these fees, QuackStudios shall begin the setup and implementation process as described herein.

7.2 Conditions for Commencement

QuackStudios' obligation to begin work is contingent upon the timely payment of initial fee(s) and the provision of all necessary materials by the Client (e.g., images, text, etc.). If these fees are not paid within the specified timeframe or the required materials are not provided, QuackStudios reserves the right to postpone the commencement of work until both conditions are met. The Client acknowledges that any delays in payment or submission of materials may result in corresponding delays in the delivery of services. QuackStudios will provide the Client with an updated project timeline to reflect any such delays.

8. TERMINATION OF CONTRACT

8.1 Termination by Client

The Client may terminate this agreement effective at the end of the current project by giving written notice to the other party at least twenty-eight (28) days prior to the end of the current project, in which case this agreement will terminate on the date specified in that written notice.

On termination or expiry of this agreement:

- a) Accrued rights or remedies of a party are not affected; and
- b) The Client must pay to QuackStudios immediately on demand the fees for any services provided by QuackStudios and not yet paid by the Client, including any pro-rata amount for fees for work the subject of services that has been done but not yet completed or delivered.

Termination or expiry of this agreement will not affect clauses 6.1, 8.1, 12.1 and 13.1 or any provision of this agreement which is expressly or by implication intended to come into force or continue on or after the termination.

8.2 Termination by QuackStudios

Upon termination, QuackStudios shall cease all services immediately. The Client remains liable for any fees incurred up to the date of termination, as well as any outstanding payments due under this agreement. This includes any remaining balance owed for services rendered or agreed upon, regardless of the termination, completion or delivery status. Furthermore, should the Client's website be published, website will no longer be hosted by QuackStudios and will be removed from the internet immediately. Should the Client wish to transfer hosting of the site, an additional fee will apply, in excess of \$2,000, as determined by QuackStudios at the time of termination.

8.3 Survival

Any provisions of this Agreement that by their nature should survive termination shall remain in effect after the termination or expiration of this Agreement, including but not limited to Sections 5 (Refunds), 9 (Limitation of Liability), and 10 (Privacy). The obligations of confidentiality, indemnity, and intellectual property rights shall continue to bind the Parties beyond the termination or expiration of this Agreement.

9. PAUSE OF SERVICES

9.1 Website Hosting Fee

Notwithstanding the pause of services, the Client acknowledges and agrees that the website hosting fee shall continue to be payable during the pause period. Failure to pay the website hosting fee will result in the website being removed from the internet until such time as the outstanding fees are paid. QuackStudios shall not be liable for any loss or damage resulting from the removal of the website due to non-payment of hosting fees.

9.2 Resumption of Services

Upon conclusion of any pause period, services shall automatically resume, and the Client shall recommence payment of any applicable service fees as outlined in this Agreement. QuackStudios shall update the project timeline accordingly to reflect the pause and resumption of services.

10. LIMITATION OF LIABILITY

10.1 No Liability for Security or Data Breaches

QuackStudios shall not be responsible or liable for any security breaches, data breaches, or cyber incidents that may affect the Client as a result of utilising any website or digital platform powered by QuackStudios. The Client acknowledges and accepts that security and data integrity are beyond the control of QuackStudios and agrees to hold QuackStudios harmless from any claims or damages arising therefrom. The Client is responsible for implementing appropriate security measures to protect their data and systems.

10.2 No Liability for Losses

QuackStudios shall not be liable for any losses, whether direct, indirect, incidental, consequential, or otherwise, incurred by the Client. This includes, but is not limited to, financial losses, loss of business or revenue, loss of data, physical property damage, and intellectual property infringement. The Client agrees to indemnify and hold QuackStudios harmless from any claims, liabilities, or damages arising out of or in connection with the services provided under this Agreement. QuackStudios' total liability for any claims arising under this Agreement shall not exceed the total amount of fees paid by the Client to QuackStudios during the lifetime of this agreement.

11. PRIVACY

11.1 Data Handling

QuackStudios shall handle all personal data and information provided by the Client in accordance with QuackStudios Privacy Policy, which can be accessed at www.quackstudios.com.au/privacy. The Client agrees to comply with all applicable privacy laws and regulations in the handling of personal data. The Client is responsible for ensuring that all personal data provided to QuackStudios has been lawfully obtained and that all necessary consents have been obtained for its use.

11.2 Consent

By entering into this Agreement, the Client consents to the collection, use, and disclosure of personal data by QuackStudios as described in the Privacy Policy. The Client agrees to obtain all necessary consents from individuals whose personal data is provided to QuackStudios for the purposes of this Agreement. QuackStudios shall take reasonable steps to protect the personal data it handles from misuse, loss, unauthorised access, modification, or disclosure.

11.3 Confidentiality

QuackStudios agrees to maintain the confidentiality of any confidential information disclosed by the Client in connection with the services provided under this Agreement. QuackStudios shall use such confidential information solely for the purpose of performing its obligations under this Agreement and shall not disclose it to any third party without the Client's prior written consent, except as required by law. Confidential information shall not include information that is publicly known, independently developed by QuackStudios, or lawfully received from a third party

12. INTELLECTUAL PROPERTY

12.1 Ownership of Materials

All materials, content, and intellectual property created by QuackStudios in the course of providing the services under this Agreement shall remain the exclusive property of QuackStudios, unless otherwise agreed in writing. The Client shall have a non-exclusive, non-transferable licence to use such materials and content for the duration of this Agreement and solely for the purposes intended. While the images supplied by the Client for the website remain the property of the Client, the website itself remains the intellectual property of QuackStudios and is leased out to the Client indefinitely provided the monthly website hosting fee is paid.

12.2 Use of Trademarks

The Client grants QuackStudios a non-exclusive, non-transferable licence to use the Client's trademarks, logos, and other intellectual property for the purpose of providing the services under this Agreement. QuackStudios agrees to use such trademarks and logos in accordance with any guidelines provided by the Client and to discontinue such use upon the termination or expiration of this Agreement.

12.3 Infringement Indemnity

The Client warrants that any materials, content, or intellectual property provided to QuackStudios for use in the provision of services under this Agreement do not infringe the intellectual property rights of any third party. The Client agrees to indemnify and hold QuackStudios harmless from any claims, damages, or expenses arising out of any alleged or actual infringement of third-party intellectual property rights.

13. NON-COMPETITION

13.1 Exclusivity of Services

During the term of this Agreement, the Client agrees not to engage, directly or indirectly, with any other marketing agency for services that are the same as or similar to those provided by QuackStudios under this Agreement. This exclusivity is critical to ensure the consistency and effectiveness of the marketing strategies implemented by QuackStudios. The Client acknowledges that any breach of this exclusivity clause may result in significant harm to QuackStudios and agrees to indemnify QuackStudios for any damages or losses incurred as a result.

13.2 Post-Contract Restriction

The Client further agrees that for a period of six (6) months following the termination or expiration of this Agreement, the Client will not engage with any other marketing agency for services that are the same as or similar to those provided by QuackStudios including but not limited to website design, hosting and or digital marketing. This post-contract restriction is intended to protect the proprietary strategies and methodologies of QuackStudios and to ensure a smooth transition. The Client acknowledges that this restriction is reasonable and necessary to protect QuackStudios' legitimate business interests.

14. IMPLEMENTATION PERIOD

14.1 Commencement of Implementation

The website development process will commence within one (1) month after QuackStudios receives payment in accordance with section 3.2, provided that the Client has submitted all necessary information and materials in a timely manner. Any delays in paying any fees or providing required information/materials may result in corresponding delays to the project timeline. QuackStudios shall not be held responsible for any such delays caused by the Client's delay in fulfilling their obligations.

14.2 Client Cooperation

The Client agrees to cooperate fully with QuackStudios and provide all necessary access, information, and materials required for the successful implementation of the marketing campaign. The Client acknowledges that the timely provision of such information and cooperation is essential for QuackStudios to fulfil its obligations under this Agreement. The Client shall designate a primary point of contact who will be responsible for liaising with QuackStudios and ensuring that all necessary information and materials are provided in a timely manner.

15. FORCE MAJEURE

15.1 Definition

For the purposes of this Agreement, "Force Majeure Event" means any event beyond the reasonable control of either Party, including but not limited to acts of God, war, terrorism, civil unrest, labour strikes, fire, flood, earthquake, and other natural disasters, that renders performance of this Agreement impossible or impracticable.

15.2 Notice and Suspension of Obligations

If either Party is unable to perform its obligations under this Agreement due to a Force Majeure Event, it shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and its expected duration. The affected Party's obligations under this Agreement shall be suspended for the duration of the Force Majeure Event.

15.3 Termination Due to Prolonged Force Majeure

If a Force Majeure Event continues for a period of more than ninety (90) days, either Party may terminate this Agreement by providing written notice to the other Party.

Upon termination due to a Force Majeure Event, neither Party shall be liable for any damages or penalties arising from the non-performance of its obligations, except for the payment of any fees for services already rendered up to the date of termination. The Parties agree to negotiate in good faith to address any outstanding issues arising from such termination.

16. RELATIONSHIP OF PARTIES

16.1 Independent Contractors

The Parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Each Party shall be solely responsible for its own employees, agents, and contractors, including the payment of wages, benefits, and taxes. Neither Party shall have the authority to bind the other Party in any manner without the prior written consent of the other Party.

16.2 No Authority to Bind

Neither Party shall have the authority to bind or obligate the other Party in any manner without the prior written consent of the other Party. Each Party agrees to indemnify and hold the other Party harmless from any claims, damages, or expenses arising out of any unauthorised acts or omissions of its employees, agents, or contractors.

16.3 Non-Exclusivity

The Parties acknowledge and agree that this Agreement is non-exclusive, and that each Party is free to enter into similar agreements with other parties. Nothing in this Agreement shall be construed to limit or restrict the ability of either Party to engage in any business activities or to provide services to other clients or customers.

17. ASSIGNMENT

17.1 Prohibition on Assignment

The Client shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of QuackStudios. Any attempted assignment, transfer, or delegation in violation of this clause shall be null and void. The Client acknowledges that QuackStudios' consent to any assignment shall not be unreasonably withheld.

17.2 Permitted Assignments

QuackStudios may assign, transfer, or delegate its rights and obligations under this Agreement to a related entity or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement. QuackStudios shall provide written notice to the Client of any such assignment, transfer, or delegation.

17.3 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Any assignment, transfer, or delegation made in accordance with this clause shall not relieve the assignor of its obligations under this Agreement, unless expressly agreed in writing by the other Party.

18. COMPLIANCE WITH LAWS

18.1 Legal Compliance

Each Party agrees to comply with all applicable laws, regulations, and ordinances in the performance of its obligations under this Agreement. This includes, but is not limited to, laws and regulations relating to privacy, data protection, intellectual property, and consumer protection. Each Party shall be responsible for ensuring that its activities under this Agreement do not violate any applicable laws or regulations.

18.2 Permits and Licences

Each Party shall obtain and maintain all necessary permits, licences, and approvals required to perform its obligations under this Agreement. Upon request, each Party shall provide the other Party with evidence of such permits, licences, and approvals. The failure to obtain or maintain such permits, licences, and approvals shall constitute a material breach of this Agreement.

19. AUDIT RIGHTS

19.1 Right to Audit

QuackStudios reserves the right to audit the Client's use of the services provided under this Agreement to ensure compliance with the terms and conditions of this Agreement. Such audits may be conducted by QuackStudios or its authorised representatives during normal business hours and upon reasonable notice to the Client. The audits shall be conducted in a manner that minimises disruption to the Client's business operations.

19.2 Cooperation

The Client agrees to cooperate fully with any audit conducted by QuackStudios, including providing access to relevant records, systems, and personnel. The Client shall provide QuackStudios with any information or documentation reasonably requested by QuackStudios in connection with the audit. The Client acknowledges that failure to cooperate with an audit may result in the suspension or termination of services.

19.3 Audit Findings

If any audit reveals that the Client has underpaid fees or has otherwise breached the terms and conditions of this Agreement, the Client shall promptly pay the underpaid fees and take any necessary corrective actions to remedy the breach. QuackStudios reserves the right to charge the Client for the costs of the audit if the audit reveals a material breach of this Agreement. Any disputes arising from the audit findings shall be resolved in accordance with the dispute resolution provisions of this Agreement.

20. WARRANTIES

20.1 Services Warranty

QuackStudios warrants that the services provided under this Agreement shall be performed with reasonable care and skill, in accordance with generally accepted industry standards, and in compliance with all applicable laws and regulations. If QuackStudios fails to perform the services in accordance with this warranty, QuackStudios shall, at its option, re-perform the services at no additional charge to the Client or refund the fees paid for the non-conforming services.

20.2 No Other Warranties

Except as expressly provided in this Agreement, QuackStudios makes no other warranties, express or implied, with respect to the services provided under this Agreement, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Client acknowledges that QuackStudios does not warrant that the services will be uninterrupted, error-free, or completely secure.

20.3 Client Warranties

The Client warrants that it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder. The Client further warrants that any materials, content, or information provided to QuackStudios for use in the provision of services under this Agreement do not infringe the rights of any third party and comply with all applicable laws and regulations. The Client agrees to indemnify and hold QuackStudios harmless from any claims, damages, or expenses arising out of any breach of these warranties.

21. INDEMNITY

21.1 Client Indemnity

The Client agrees to indemnify, defend, and hold QuackStudios harmless from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim relating to (i) the Client's use of the services provided under this Agreement, (ii) any breach by the Client of this Agreement, or (iii) any infringement of third-party intellectual property rights by the Client. The Client's indemnity obligations shall survive the termination or expiration of this Agreement.

21.2 QuackStudios Indemnity

QuackStudios agrees to indemnify, defend, and hold the Client harmless from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim relating to (i) QuackStudios' breach of this Agreement, or (ii) any infringement of third-party intellectual property rights by QuackStudios in the provision of the services under this Agreement. QuackStudios' indemnity obligations shall survive the termination or expiration of this Agreement.

21.3 Indemnity Procedures

The indemnified Party shall promptly notify the indemnifying Party of any claim for which indemnification is sought under this Agreement. The indemnifying Party shall have the right to control the defence and settlement of the claim, provided that any settlement that imposes obligations on the indemnified Party shall require the indemnified Party's prior written consent. The indemnified Party agrees to cooperate fully with the indemnifying Party in the defence of any such claim. The failure of the indemnified Party to provide prompt notice of a claim shall not relieve the indemnifying Party of its indemnity obligations, except to the extent that the indemnifying Party is materially prejudiced by such failure.

ACKNOWLEDGEMENT

I understand and accept the terms and conditions of service with QuackStudios as set out in this agreement. I acknowledge that I have entered into this agreement fully and voluntarily on my own information and investigation.