

Terms and Conditions

1. Terms and Amendment Procedure

This agreement comprises the terms and conditions of the Advantate Search Engine Marketing Offer ("offer").

2. Services

- 2.1. The Services shall be provided to you from the Service Commencement Date for the minimum period specified in the offer, or, if no minimum period was specified, for 12 months from the Commencement Date for SEO services and 3 months for PPC ("Initial Period").
- 2.2. Advantate's Pay Per Click Service is subject to the terms and conditions of Google AdWords (<https://adwords.google.com/select/tsandcsfinder>) and Yahoo! Search Marketing (http://searchmarketing.yahoo.com/en_AU/legal/piterms.php).
- 2.3. You agree to provide Advantate with any information, material, excerpts of or links from or to any content ("Your Web Site Information") on Your Web Site reasonably requested by Advantate, to assist Advantate with providing the Services to you.
- 2.4. You will not alter, and will procure that no other person alters, any element of the textual content, content structure, graphical content and/or source code of Your Web Site, at any time during the Service Period, without Advantate's prior consent as this may impact the service delivery.

3. Billing and Payment

- 3.1. Unless otherwise stated, all fees are payable in advance and non-refundable.
- 3.2. You acknowledge that Pay Per Click Fees consist of direct search engine fees for Google AdWords and Yahoo! Search Marketing ("Ad Spend") and management fees and any set up fees. The amount of funds available for Ad Spend is defined and agreed to in the Campaign Proposal ("Budget"). Budget can be changed at any time by agreement between the two parties.
- 3.3. If Scheduled Payments have not been made, as per these Terms and Conditions and the proposal, your account will be suspended until payment has been received.

4. Your Warranties

Neither Your Web Site nor any of the content of Your Web Site collectively "Your Web Site Property" will infringe the intellectual property or any other rights of any third party and Your Web Site Property will at all times comply with all laws required to be complied with by you.

5. Our General Disclaimer of Warranties

Whilst Advantate takes all care in implementing our search marketing services it is unable to guarantee specific rankings in Australia's major search engines as it does not control the algorithms of the search engines.

6. The Customer expressly agree to indemnify and hold harmless

Advantate, its subsidiaries, affiliates, officers, agents and other partners and its and their respective employees from and against all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys fees and disbursements and court costs) arising from or in connection with the Customer's information, the Customer's use of Advantate's services.

7. Intellectual Property

Unless otherwise specifically provided in this agreement, you agree that you shall have no right, title, claims or interest in or to Our Intellectual Property.

8. Confidential Information

You agree to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this agreement.

9. Cancellation

- 9.1. You may cancel the Services within one business day of the Commencement Date.
- 9.2. You may cancel after the Initial Period by providing 30 days notice in writing or by email to cancellations@advantate.com.au.
- 9.3. If you cancel prior to expiration of the initial period cancellation fees will be payable equal to Total Contract Value for the initial period less amounts paid to date.