

MARKETING SERVICES TERMS AND CONDITIONS

These Terms and Conditions apply when engaging the services of Duoplus Ltd (“Duoplus”, “we”). The client (“you”, “your”) means the person, company or other entity, buying the goods or services from Duoplus. You agree that these Terms and Conditions (“Agreement”) and any subsequent terms and conditions issued by the Duoplus shall apply to all orders for the goods and the services made by you.

OVERALL SERVICES

1. **CLIENT ACKNOWLEDGEMENTS.** You acknowledge and agree that:
 - 1.1. Quotes and estimates provided by Duoplus exclude GST.
 - 1.1.1. Duoplus has the right to use work developed for you, as well as your company name and logo(s), in its promotional material, in the context of showing its portfolio of work and clients.
 - 1.2. Duoplus endeavours to be thorough in checking all files before production, however you hold the ultimate responsibility for signing off all proofs as production-ready. Once you have signed off on a proof, Duoplus is not liable for any charges that may occur due to errors.
2. **CLIENT RESPONSIBILITIES.** For the purposes of providing services, you agree:
 - 2.1. To provide Duoplus with FTP access to your websites as well as website editing access (normally by providing content management system access) for the purpose of editing website content.
 - 2.2. To authorise Duoplus to edit content on your website, including by not limited to: creating new pages, new content, changing meta tags, title tags, creating and changing images, editing code, and any other changes for the purpose of fulfilling the services you have requested.
 - 2.3. If Duoplus requires you to provide relevant text content, you will supply it in an editable electronic format. Any material not supplied in this format may incur additional charges, at Duoplus’ discretion.
3. **WEBSITE CHANGES.** You understand, acknowledge and agree that:
 - 3.1. Duoplus is not responsible for changes made to your website(s) by you or other parties you have engaged, that adversely affect the website code, functionality, search engine rankings, conversion results or any other aspect of the website.
 - 3.2. Duoplus is not responsible for you, or other parties engaged by you, destroying work on your website(s), online marketing accounts, or any other marketing service that Duoplus helps with. You will be charged an additional fee for re-constructing work (such as, but not limited to, code, meta-tags, keywords, content, advertisement set up) based on Duoplus’ normal hourly rate.
 - 3.3. You will identify clearly to Duoplus the approval process required, if any, for Duoplus making changes to website content. If no approval process is specified, Duoplus will act in good faith when making website changes, and will seek verbal or written approval for changes it deems you should be consulted on.
4. **INTELLECTUAL PROPERTY LIABILITY.**
 - 4.1. You represent and warrant that any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Duoplus for inclusion on the website(s) are owned by you, or that you have received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Duoplus and its subcontractors from any liability or suit arising from the use of such elements.
 - 4.2. If you intentionally or unintentionally include the names of your competitors or trademarked terms (“Competitor Keywords”) in your targeted keywords, you do so at your own risk and accept all liability associated with such action. Without limiting the above, Duoplus may, but is not obliged to, at any time and in its sole discretion, remove Competitor Keywords.
5. **FEES.** You agree to pay Duoplus any and all fee(s) for services provided.
 - 5.1. Payments are due according to the terms specified on each invoice. If terms are omitted from any invoice, that invoice is due 20 days after the end of the month the invoice is dated for.
 - 5.2. Setup Fees are due prior to the specified work beginning.
 - 5.3. Duoplus reserves the right to delay starting work, or to pause existing work, if a payment is overdue. When payment is made, the normal work process will resume.
 - 5.4. Duoplus reserves the right to refer any unpaid account to a Debt Collection Agency. Once the matter has been referred to a Debt Collection Agency, you will be liable for all collection fees including the Agency fees and commission(s) Duoplus would have to pay for this service.
6. **COPYRIGHT**
 - 6.1. All artwork, writing, designs, graphics and photographs that are created by Duoplus, are the property of Duoplus and protected under New Zealand copyright laws, until such time as the Client has settled all outstanding fees and accounts. At that time the Client will retain ownership of the material, unless the work carries a © copyright notice for Duoplus or other party, or where different copyright terms have been agreed to in writing.
 - 6.2. All code developed or provided by Duoplus (including but not limited to HTML, CSS, PHP, SQL) is the property of Duoplus and protected under New Zealand copyright laws. When the Client has settled all outstanding fees and accounts the Client is granted a non-exclusive licence to use the code.

ORDERING SERVICES

7. **PLACING AN ORDER:** You acknowledge and agree that:
 - 7.1. Services can be ordered from Duoplus through a variety of methods including, but not limited to: signed contracts, signed order forms, signed quotes, email requests, online proposal acceptance and verbal requests.
 - 7.2. Where a fixed quote is not provided for a job, both parties will act in good faith. Duoplus will track time spent on the work and charge an hourly rate.
8. **CANCELLATION OF SERVICES PRIOR TO COMPLETION.**
 - 8.1. Once a signed agreement, quote or Order Form has been accepted by Duoplus, you will be responsible for full payment of all Fees specified on the agreement, quote or Order Form. If you cancel the services for any reason prior to completion (other than as a consequence of Duoplus’ material breach of this Agreement or under your rights in clause 9.5), all Fees specified shall be immediately due and payable. If a Minimum

- Term is specified for any service, the Fees for the remaining Minimum Term shall be immediately due and payable.
- 8.2. For any work undertaken where an agreement, quote or Order Form has not been signed, or where one has been signed but the work is to be charged at an hourly rate, if you decide to cancel the requested work prior to completion, you must give notice of cancellation in writing. Duoplus will reconcile the hours worked, and will be entitled to payment for all outstanding Fees within 7 days.
9. **TERMINATION OF RECURRING SERVICES.** You acknowledge and agree that:
 - 9.1. Recurring services include any service where a fee is recurring, such as, but not limited to, website hosting, Search Engine Optimisation services (“SEO Services”), online advertising management, or domain renewal. The recurrence may be monthly, bi-monthly, quarterly, half-yearly, annually, or any other recurrence frequency.
 - 9.2. The recurring services supplied by Duoplus may have a term stated on the agreement, contract or Order Form. The term starts from the Target Start Date.
 - 9.3. Where the term is a Fixed Term the services automatically terminate when the term is complete.
 - 9.4. Where the term is a Minimum Term, or no term is stated, or no Order Form was signed, you must give written notice to Duoplus to terminate the services. The final day that the services will be provided (“Termination Date”) will be either the last day of the Minimum Term, or the last day of the month following the month the notice was received, whichever is later.
 - 9.5. If any service is designated as “Yes” for the Early Termination Option (ETO) on an Order Form, you can cancel the service prior to the Minimum Term, without needing to pay for the remainder of the Minimum Term, and with no other financial penalty, provided that (i) You are genuinely dissatisfied with either the results or Duoplus’ performance of the service; (ii) You discuss your dissatisfaction with Duoplus verbally, and follow this up with an email outlining the points of dissatisfaction; (iii) You then give Duoplus at least 21 days to fix the areas in which you are dissatisfied, and (iv) if, at the end of that period you are still genuinely dissatisfied, you give Duoplus 7 days written notice that the services are to be terminated. The written notice must be given within 14 days of the end of that 21 day period. This clause supersedes clause 8.1.
 - 9.6. Services are terminable by the client only in accordance with the above provisions (9.1 – 9.5), or as a consequence of Duoplus’ material breach of this Agreement.
 - 9.7. Duoplus may terminate this Agreement and access to the services, with or without cause of any type or nature, on 21 days prior notice.
 - 9.8. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) shall so survive. In the event of any termination, you shall remain liable for any amount due for services delivered by Duoplus prior to the Termination Date.
 - 9.9. You must pay all Fees that accrue prior to the Termination Date.

SEO SERVICES

10. If engaging Duoplus for SEO Services an Order Form should be completed. SEO Services are intended to provide your website with improved positioning in selected search engines. SEO Services include: (i) Research of keywords and phrases to select appropriate, relevant search terms. The number of keywords that SEO services will be conducted for is stated on the Order Form. (ii) On-page optimisation, which is the process of adjusting the content and code on your website to assist in search engine rankings. (iii) Off-page optimisation, which is the process of building links that point to your website from other websites. (iv) Provision of reports showing rankings in Google and for the chosen keywords.
11. **CLIENT ACKNOWLEDGEMENTS FOR SEO SERVICES.** If engaging Duoplus for SEO Services you understand, acknowledge and agree that:
 - 11.1. DUOPLUS HAS NO CONTROL OVER THE OVER THE POLICIES AND RANKING ALGORITHMS OF SEARCH ENGINES WITH RESPECT TO THE HOW THEY CHOOSE TO RANK WEBSITES IN SEARCH RESULTS, NOW OR IN THE FUTURE.
 - 11.2. While it is unlikely that search engines will exclude a full site from search results, it is common for search engines to take some time before new websites are included in results, and it is very common that even established sites will not have all pages from the website included in search results.
 - 11.3. Duoplus makes no representations, warranties or guarantees of any kind as to the level of sales, purchases, clicks, sales leads, search engine rankings or other performance that you can expect from the SEO Services provided by Duoplus.
 - 11.4. Website search engine rankings can fluctuate any day, any time, and between different users because of on-going changes in the ranking algorithms, SEO efforts made by the competitors, and other factors.
 - 11.5. Newly edited websites may experience a temporary boost in ranking for some targeted keywords for a short period of time, before the rankings settle to a lower level. This is known as ‘freshness boost effect’. You acknowledge that if this happens to your site, the subsequent drop in rankings is not poor performance by Duoplus, and is instead a semi-common occurrence.
 - 11.6. For the duration of this Agreement you agree not to engage any other SEO Services, whether one-off services or ongoing services, without written agreement from Duoplus in advance.
 - 11.7. Duoplus is authorised to use of all your logos, trademarks, website images, and the like, on your website and other websites, to create content that Duoplus deems may be useful for search engine positioning and optimisation of your website(s).
 12. **DUOPLUS NETWORK.** In order to perform its SEO Services Duoplus builds links from a variety of websites to its client’s websites. In addition to public websites accessible by anyone, Duoplus builds links from a collection of websites it calls the “Duoplus Network”. The Duoplus network includes sites that Duoplus owns, sites that

Duoplus has access to, and client sites of Duoplus. If engaging Duoplus for SEO Services you understand, acknowledge and agree that:

- 12.1. Your website will receive links from other sites in the Duoplus Network.
- 12.2. Your website will join the Duoplus Network, and as such, Duoplus is permitted to add hyperlinks on your website that point to other websites, provided that: (i) No link is made to a direct competitor's website, without express written permission from you. (ii) The links are not created on any pages on your site that website visitors commonly view, unless you give express permission. (iii) Only one subtle link is included in the footer of the site, which will not interfere with the user experience of your website visitors and will point to the page(s) that contain these links to other sites. (iv) You can require any link to be removed that you choose.
13. **EXCLUSIVITY.** For SEO Services, for any keywords marked on the Order Form as 'Exclusive' ("Exclusive Keywords"), Duoplus warrants that it will not undertake any SEO Services for those Exclusive Keywords for any other company targeting the 'Exclusive Region' as defined on the Order Form ("Exclusive Region"), prior to termination of this Agreement.

ONLINE ADVERTISING SERVICES

14. **PAID ONLINE ADVERTISING.** Online Advertising Services refers to all online advertising that has a direct cost for clicks, impressions or inclusion, which Duoplus organises and/or manages on your behalf. This includes, but is not limited to, Google Adwords and Facebook advertising ("Ads"). For these Ads you agree that:
 - 14.1. You will agree with Duoplus on a budget for spending on the Ads. The agreed budget for spending on the Ads can be changed at your discretion whenever you choose, through either verbal or email instruction to Duoplus. Duoplus will endeavour to apply these changes within two working days.
 - 14.2. Any prices quoted by Duoplus are for the management fee only and do not include the cost of the ads, which are paid directly to the companies that own the publishing networks, such as, but not limited to, Google and Facebook ("Publishers").
 - 14.3. Duoplus reserves the right to modify Ads, including the associated keywords, target geographies and Publishers, consistent with your objectives, at any time.
 - 14.4. While Duoplus will take all reasonable efforts to promote the various products and services that you have selected to promote, it makes no guarantee – financial or otherwise – that all such products and services will be advertised, particularly if advertising all such products and services would result in exceeding the campaign budget you have set.
 - 14.5. You may select certain individual words or word phrases ("Keywords") to be used in the campaign. While Duoplus will take all reasonable efforts to promote these Keywords at the Publishers, it makes no guarantee – financial or otherwise – that all Keywords will be advertised, particularly if advertising all Keywords would result in exceeding the campaign budget or produce low quality results. Duoplus is permitted to choose Keywords to add to the campaigns that it believes may benefit you.
 - 14.6. The selection of Keywords is subject to clause 4.2 of this Agreement.
 - 14.7. You agree that the rules for displaying Ads when certain Keywords are entered by a user at a Publisher are controlled by the Publisher and as such, you agree that Duoplus makes no guarantee – financial or otherwise – about when or where Ads will be displayed when certain Keywords are entered by a user at a Publisher.
 - 14.8. You agree that, while Duoplus will use its best efforts to place Ads in the target geographies specified by you, Duoplus does not control the system that displays the Ads and, as such, cannot guarantee that your Ads will only or primarily be displayed to people in the target geographies. You acknowledge that Publishers may use varying means to detect where people are located when determining whether to display an Ad, including, but not limited to: (i) IP targeting; (ii) user registration information; and (iii) explicit geographic search queries made by the user.

WEBSITE HOSTING SERVICES

15. **DISK SPACE.** Hosting accounts are allocated a disk space allowance. This allowance varies depending on the hosting package you purchase. Should your account exceed the allocated amount, we will give you 7 days' notice to reduce the disk space used. If your disk space usage remains over the allocated amount after the 7 days, we reserve the right to (i) charge you an additional fee for the overages, and/or (ii) automatically upgrade your account to a higher level of package.
16. **TRAFFIC.** Duoplus does not set arbitrary limits on the amount of visitor traffic a website can receive. However if your monthly website traffic is considerably higher than expected for two or more consecutive months, Duoplus reserves the right to renegotiate the hosting plan charges, in good faith, to a higher rate.
17. **GUARANTEED BACKUPS.** When hosting your website with Duoplus, Duoplus guarantees to backup your data that is stored on the web servers. Data that will be backed up includes website files and SQL databases. The guarantee does not include emails stored on a mail server. The backups are for the purpose of enabling the website to be restored to a recent functional version.
 - 17.1. If a disaster occurs and data needs to be restored from the backup for the website to be functional again, reasonable time must be allowed for the restoration.
 - 17.2. If a disaster occurs and the data is not backed up, and the website is left in a dysfunctional state, the penalty for Duoplus will be limited to (i) restoring and/or rebuilding the website to a state that is comparable to the website's most recent functional state, at no cost to you, and (ii) providing free website hosting to you for that website for the following 12 months.
18. **NOT FOR ARCHIVE STORAGE.** Website hosting accounts with Duoplus are not to be used for archives of files that consume more than 100MB. If files that Duoplus deems fall into this category, are found on the hosting account we will give you 7 days'

notice to remove the files. If you do not remove the files Duoplus reserves the right to delete the offending files.

19. **NON-PAYMENT.** If your website is hosted with Duoplus and payment for your website hosting, or any other service by Duoplus, is overdue Duoplus will send a warning notice. If the account remains overdue 7 days later a second warning notice will be sent. If any part of your account with Duoplus remains overdue 14 days after the second warning notice, Duoplus reserves the right to suspend your hosting account. This means that your website will stop working and, potentially, your emails might stop working too. Your website data will be protected and the website reinstated when the account is paid. If the account remains overdue for 60 days after the second notice is sent, the hosting service will be terminated and Duoplus reserves the right to delete all your data from its servers.
20. **DATA RETENTION.** Duoplus shall not be responsible for retaining any of your data after account termination. After the account is terminated all data may be deleted from the servers and from back-ups during scheduled back-up rotation. Duoplus is under no obligation to restore, provide on any storage media or send out any data pertaining terminated accounts.

OTHER IMPORTANT LEGAL STUFF

21. **INDEMNIFICATION.** You, the client, agree to defend, indemnify and hold Duoplus, its sub-contractors, partners, and the respective directors, officers and employees of each, harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the services, except to the extent the foregoing directly result from Duoplus' own gross negligence or wilful misconduct. Duoplus reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, the client.
22. **GENERAL.**
 - 22.1. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
 - 22.2. This Agreement and the relationship between you and Duoplus shall be governed by the laws of New Zealand. Any action by either party hereto arising out of or in connection with this Agreement or the Service shall be brought in a court of competent jurisdiction located in New Zealand.
 - 22.3. Nothing in this Agreement gives rise to or is intended to give rise to a relationship between Duoplus and you of employee and employer, principal and agent or partnership.
 - 22.4. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.
 - 22.5. You may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Duoplus.
 - 22.6. Duoplus reserves the right to assign subcontractors as needed to services.
 - 22.7. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.
 - 22.8. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.
23. **LIMITED LIABILITY.** In no event shall Duoplus be liable to you for any indirect, special, exemplary or consequential damages, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance, lost profits, whether or not foreseeable or alleged to be based on breach of warranty, contract, negligence or strict liability, arising under this agreement, loss of data, or any performance under this agreement, even if such party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy provided herein. Duoplus makes no warranty of any kind, whether express or implied, with regard to any third party products, third party content or any software, equipment, or hardware obtained from third parties.
24. **CONFIDENTIALITY.** The parties agree to hold each other's proprietary or confidential information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party.
25. **FORCE MAJEURE.** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimise the impact of the event.