

## Digital Marketing Australia Terms and Conditions

These terms and conditions ("Terms") govern the use of Digital Marketing Australia's services digital marketing services provided by Digital Marketing Australia.] ("we," "us," or "our"). By engaging our services, you ("Client," "you," or "your") agree to be bound by these Terms, so please read them carefully.

If you do not agree with any part of these Terms, you may not use our Services.

### **Services:**

- 1.1 We offer social media marketing and management services to enhance your online presence and engagement on various social media platforms.
- 1.2 The specific services provided to the Client will be detailed in a separate agreement or proposal.

### **Client Obligations:**

- 2.1 The Client must provide accurate and up-to-date information necessary for the execution of the Services.
- 2.2 The Client is responsible for obtaining all necessary permissions, licences, and rights for any content provided to us for use in social media marketing.

### **Content and Intellectual Property:**

- 3.1 The Client retains ownership of all content and intellectual property provided to us for use in social media marketing.
- 3.2 The Client grants us a non-exclusive, worldwide, royalty-free licence to use, reproduce, and modify the provided content for the purposes of social media marketing.

### **Payment:**

- 4.1 The Client shall pay the agreed-upon fees for the Services as outlined in the separate agreement or proposal.
- 4.2 Payments are due according to the terms specified in the separate agreement or proposal.
- 4.3 In the event of late payment, we reserve the right to suspend or terminate Services until payment is received.

### **Confidentiality:**

- 5.1 We will maintain the confidentiality of all non-public information and proprietary materials disclosed by the Client.
- 5.2 The Client agrees not to disclose any confidential information about our business or processes without our prior written consent.

### **Term and Termination:**

- 6.1 The term of the agreement for Services will be as specified in the separate agreement or proposal.
- 6.2 Either party may terminate the agreement for material breach by the other party upon written notice.

**Limitation of Liability:**

7.1 We shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use the Services.

7.2 Our liability, if any, shall not exceed the fees paid by the Client for the specific Services giving rise to the claim.

**Indemnification:**

8.1 The Client agrees to indemnify and hold us harmless from any claims, liabilities, losses, or expenses arising from the Client's use of the Services or any breach of these Terms.

**Amendments:**

9.1 We reserve the right to amend these Terms at any time. Any changes will be posted on our website or communicated directly to the Client.

**Governing Law and Jurisdiction:**

10.1 These Terms shall be governed by and construed in accordance with the laws of [Your Country/State].

10.2 Any disputes arising from or relating to these Terms shall be subject to the exclusive jurisdiction of the courts in Sydney, Australia..

By using our Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. If you have any questions or concerns, please contact us at 1300 234 448.

Date: 17/70/2024

Digital Marketing Australia

**1300 234 448**

**Level 4, 29 Kiora Road, Miranda, NSW 2228**