

Click Street SEO Terms and Conditions

1. The Service

1.1 These Terms & Conditions stipulate your use of Click Street (the “Service”), an Internet marketing setup and subscription service operated by Click Street Pty Ltd, that provides users with access to the Website’s marketing and hosting service and/or Search Engine Marketing services (SEO) Search Engine Optimisation (Click Street). SEO (Click Street) is provided to you by Click Street Pty Ltd on an “AS IS”, “AS AVAILABLE” basis subject to the provisions contained herein for your personal or business use only. Any other use or attempt to use Click Street for other purposes, directly or indirectly, by you or by a third party is prohibited.

1.2 Unless explicitly stated otherwise, any new features that augment or enhance the current service shall be subject to these Terms and Conditions of Service. The service consists of search marketing services/search engine optimisation. Your participation in the Service is conditional upon your acceptance of these stated terms and conditions. Please read the following terms and conditions. Your acceptance of these terms and conditions is indicated by your payment for the services.

1.3 Click Street reserves the right, at its discretion, to change or modify all or any part of these Terms and Conditions at any time. Such changes or modifications shall be effective immediately upon notice published on the www.clickstreet.com.au site, your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Click Street as permitted above. If at any time these Terms and Conditions are no longer acceptable to you, you should immediately terminate your subscription to the Service in writing.

2. Disclaimer of Warranties

2.1 You expressly agree that entering or using Click Street is at your own risk. No warranty, representation, condition, undertaking or term – express or implied, statutory or otherwise – including but not limited to the condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose

or use of Click Street is given or assumed by all such warranties, representations, conditions, undertakings and terms are hereby excluded.

2.2 Click Street makes no warranty that Click Street will meet your requirements, or that Click Street will be uninterrupted, timely, secure, or error free; Click Street makes no representations as to the suitability of the information available on or through Click Street, including but not limited to user amended sites, for any purpose nor about its legitimacy, legality, validity, accuracy, correctness, reliability, quality, stability, completeness or currency.

2.3 Click Street makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will generate any increase in sales, business activity, profits or any other form of improvement for your business or any other purpose.

2.4 Click Street makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will lead to any clicks to your business or other information.

2.5 Click Street makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will lead to consistent exposure of your business or your keywords during your subscription period (including but not limited to, the position your advertisement is placed on a search result page or the frequency and time of day that your advertisement is displayed). All such information on the user-amended sites is provided by the users.

2.6 The information available on or through Click Street user amended sites is not reviewed, controlled or examined by Click Street in any way before it appears on Click Street.

2.7 Click Street does not endorse, verify or otherwise certify the contents of any such information. Users are solely responsible for the contents of their websites and may be held legally liable or accountable for the contents of their websites (including without limitation in connection with infringement of intellectual property rights of any other party).

2.8 Click Street does not warrant or guarantee: that any information available on or through Click Street will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminative or destructive properties; that the information available on or through Click Street will not contain adult-oriented material, or material

which some individuals may deem objectionable; or that the functions or services performed by or through Click Street will be uninterrupted or error-free, or that defects in Click Street will be corrected. It is the sole responsibility of the user to isolate software and information, execute anti-contamination software and otherwise take steps to ensure that software or information, if contaminated or infected, will not damage user's information or system.

3. Cancellations Policy

3.1 You must notify Click Street if you do not wish to renew your subscription/monthly management before the end of the current billing cycle. Click Street will automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files.

3.2 Click Street reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability. Click Street may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

4. Fees and Payments

4.1 You agree to pay all fees and charges incurred by you or any third party using your Service account (whether or not authorised by you) at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to applicable taxes, and charges for any products or services offered for sale through the Service by Click Street or by any third party.

4.2 The setup must be paid in full to Click Street before any work on your Service, Search Engine Marketing / Search Engine Optimisation will begin.

4.3 Your right to use the Service is subject to any limits established by your credit card company if billing is through a credit card. You shall be responsible for obtaining all telephone, telephone access lines, computer equipment and other products or services

necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service (e.g. charges imposed by an Internet access provider, or your local telephone company). Ongoing hosting and Search Engine Marketing / Search Engine Optimisation fees will continue automatically, at the end of your subscription until such time as we receive a cancellation in accordance with our Cancellations Policy.

4.4 Click Street shall provide you with a Search Engine Optimisation Service whilst this agreement is in effect, subject to the account being on ongoing management and no outstanding monies.

4.5 If your instalment payment has not been made, as per your payment terms, your account will be suspended until payment has been received and a reactivation fee of \$50 will apply. If there is no payment after 90 days for an instalment, as per the payment terms, the account will be cancelled and the account will not be subject to any form of a refund. Cancelled accounts cannot be reactivated and any account history or information will not be retrievable.

This agreement is to be governed by the laws of the State of Queensland and the parties hereby submit to the jurisdiction of the courts and Tribunals of Queensland and of the courts hearing appeals from those courts and Tribunals.