

## **A. Meanings & Abbreviations**

In this Agreement the following words have their corresponding meanings:-

Agreement / Terms and Conditions- refers to your agreement with us as contained in this document (as may be modified from time to time).

Management Fees- refer to both Monthly and Weekly Management fees (respective of each product), where Monthly fees have a one month billing cycle and Weekly Fees have a one week billing cycle unless otherwise agreed to between “Click Street” and Account Holder.

Click Street Management- refers to and encompasses both Google Ads Management and Digital Marketing Management

Google / Google Ads / Search Engine / AdWords- refers to Google and/or Google Ads.

I, You, Your / Account Holder- refers to the person or company named as the client in this Agreement and (where applicable) the website or business that you have authority over.

We / “Click Street” / Click Street Pty Ltd- refers to JT Trust ABN 66 460 374 254 trading as Click Street.

## **B. Google Ads and Click Street Management**

This is not a fixed-term contract with “Click Street”, however whilst “Click Street” are managing Your Google Ads advertising account the following terms and conditions apply:-

1. By entering into this Agreement with “Click Street” You give us permission to access Your Google Ads advertising account for the purposes of reporting, optimisation and management of Your online marketing.
2. “Click Street” will endeavour to set up Your AdWords advertising accounts within 5-7 days of payment of set up fee.
3. In the event that further information is required for the setup and/or adjustment of Your new or existing account, “Click Street” will contact You to request this information. We will not be held responsible for any delay/costs arising from the need or acquirement of this information.
4. Click Street Management is a separate service, agreement and fee from the Google Ads service itself and the “per click” fees that Google Ads will charge You.
5. Cancellation of Click Street Management does not cease Your Google Ads advertising from running and incurring Google Ads “per click” fees. “Click Street” will not be liable for any amounts that Google Ads charges you directly, including during, and following cancellation of, Click Street Management. It is Your responsibility to suspend or cancel your Google Ads account/s. You may request Our assistance in suspending or cancelling Your Google Ads account/s. Should We agree to suspend or cancel Your Google Ads account/s for You, it will be completed according to the details in Your written request. An administration fee will be applicable to suspend or cancel Your Google Ads account. See Section C. Payment Terms for further cancellation terms and “Click Street” payment terms.
6. For clarity, please note that:-
  - (a) “Click Street” is a separate entity to Google, Google Ads; and
  - (b) Your AdWords advertising account/s remain Your property. We will work on Your AdWords advertising account/s, but it/they remain Yours.

## **C. Payment Terms**

1. The Initial Set Up Fee and Management Fee is payable in full before the setup of Your Google Ads accounts will begin.
2. The Management Fee for Your Click Street Management account will be charged 1 billing cycle in advance. “Click Street” reserves the right to change the Management Fees at any time by email notice to You at least 4 weeks prior to the change occurring.

3. "Click Street" will automatically debit Your supplied credit card weekly for the weekly Management Fees or monthly for the monthly Management Fees unless You and We have agreed to charge the Management Fee using a different basis, method and/or timeframe.
4. "Click Street" reserves the right to refuse to set up Your Google Ads advertising account or any other services for any reason, at which time You will be notified and receive a full refund of all Setup Fees that You have paid. Please note that in all cases where We have already set up Your new account there can be no refund of the Setup Fee.
5. "Click Street" reserves the right to cease managing Your Google Ads advertising account or any other services and terminate this Agreement at any time by written (or email) notice to You. If this occurs You will receive an invoice for all outstanding charges as well as a cease of service notice effective immediately.
6. To suspend or cancel Your Click Street Management or any other services at any time, We must receive written notice of suspension or cancellation respectively. You will need to provide this suspension/cancellation notice 7 days prior to Your next billing date to avoid being billed for the next cycle.

Please note: "Click Street" holds no responsibility for management of Your accounts from the date on which Your account is suspended or cancelled.

7. Upon cancelling Click Street Management or any other Click Street services, all amounts outstanding to "Click Street" will be required to be paid within 7 days of cancellation.

1. "Click Street" reserves the right to engage a debt collector at Your expense in the event that unpaid invoices are overdue by 60 days or more at any time.

## **D. General Terms**

1. "Click Street" will endeavour to help You obtain Your online advertising goals by providing You with advice, information and technical services in relation to Search Engine advertising/marketing. Unless specifically stated to the contrary in a written agreement between "Click Street" and Account Holder, "Click Street" do not guarantee any particular rate of return or performance of any online advertising on Google Ads advertising (including but not limited to any particular search results page/s or rankings). We cannot be held responsible for commercial outcomes which are associated with the Internet marketing or management of Your Google Ads advertising account for Your business and/or websites.

2. "Click Street" is providing internet marketing services for a competitive price. "Click Street" is not insuring or underwriting Your chosen business model. You acknowledge that internet services are inherently subject to technical failures and disruptions from time to time. To the maximum extent permitted by law: -
  - (a) "Click Street" will not be liable in any way for fines, penalties, taxes (except GST), exemplary/aggravated/punitive damages, liquidated damages, indirect/consequential losses (including loss of contract, loss of production, loss of revenue, loss of profit, lost opportunity costs, and/or other loss not arising naturally and directly according to the usual course of things) or legal costs and expenses (except reasonable legal costs awarded by a court) arising from the subject matter of this Agreement; and
  - (b) The maximum liability of "Click Street" to you is the lesser of: -
    - i. the sum of Setup Fees and Management Fees you have paid to "Click Street"; OR
    - ii. the cost of re-supplying the online advertising services; OR
    - iii. the cost of rectifying the online advertising problem which has caused Your loss.

## E. Additional Terms

1. These Terms and Conditions are governed by the law in force in the State of Queensland, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them for determining any dispute concerning the Terms and Conditions.
2. These Terms and Conditions can be modified at any time by "Click Street". You agree to continue to be bound by these Terms and Conditions as modified. We will publish the revised Terms and Conditions on our website – we will not separately notify you of these changes.
3. If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction then such part shall be severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.
4. You warrant to Us that you will use the services provided by "Click Street" under this Agreement for the purpose of the Account Holder only, and not for resale, reuse or redistribution of any kind.
5. To the extent that Copyright subsists in any adcopy text that We create for Your AdWords account/s pursuant to this Agreement; We assign copyright in such text to You. For the avoidance of doubt, this clause does not assign copyright in any other materials that We may create for You outside the scope of this Agreement.

6. You are solely responsible for maintaining the secrecy of Your username and password in relation to any Account/Site, and for restricting access to Your computer. You are fully responsible for the use of the Account/site under Your username and password. In case of breach of security, You must notify "Click Street" immediately of any unauthorised use of Your username or password.