

1. Definitions

- 1.1 **“Client”** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting SimplySEO to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.2 **“Contract”** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.3 **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client’s computer. **If the Client does not wish to allow Cookies to operate in the background when using SimplySEO’s website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.4 **“Incidental Items”** means any goods, documents, designs, drawings, or materials supplied, consumed, created or deposited incidentally by SimplySEO in the course of it conducting, or supplying to the Client, any Services.
- 1.5 **“Price”** means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Services as agreed between SimplySEO and the Client in accordance with clause 7 of this Contract.
- 1.6 **“Prohibited Content”** means any content on any media (including advertising, posts, comments, etc.) that:
- (a) is, or could reasonably be considered to be, in breach of the Broadcasting Act 1989; the Consumer Guarantees Act 1993; or any other applicable law or applicable industry code; or
 - (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
 - (c) is, or could reasonably be considered to be, in breach of any person’s Intellectual Property Rights.
- 1.7 **“Services”** means all Incidental Items (including copy, any printed or virtual material, samples, brands, designs, drawings, images, graphics, advertising, publications, data, files, information, and/or other associated documentation and/or goods), software or applications (whether supplied from a third party software development company or where custom developed or programmed for the Client) and/or Services (which includes any advice or recommendations, website development, graphic design, consultancy, marketing assessment and planning, brand development, integration or strategies, analysis, project management or service/media sourcing, etc.) provided by SimplySEO to the Client at the Client’s request from time to time (where the context so permits the terms ‘Incidental Items’ or ‘Services’ shall be interchangeable for the other).
- 1.8 **“SimplySEO”** means SimplySEO Limited, its successors and assigns.
- 1.9 **“SLA”** means the Service Level Agreement detailing the regular maintenance and/or repair Services (including any Incidental items where appropriate) to be carried out at the designated location and timeframes as agreed between the Client and SimplySEO.
- 1.10 **“SNT”** means any Social Network Tool being a social media platform and/or application which is accessible on the internet through the World Wide Web and which provides multimedia content via a graphical user interface (including, but not limited to Facebook, Twitter, LinkedIn, Pinterest, etc.).
- 1.11 **“Website”** means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by SimplySEO.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 These terms and conditions are meant to be read in conjunction with SimplySEO’s Service Level Agreement. If there are any inconsistencies between the documents, then the terms and conditions contained in this document shall prevail.
- 2.5 The Client acknowledges that:
- (a) the supply of Services on credit shall not take effect until the Client has completed a credit application with SimplySEO and it has been approved with a credit limit established for the account;
 - (b) in the event that the supply of Services requested exceeds the Client’s credit limit and/or the account exceeds the payment terms, SimplySEO reserves the right to refuse delivery.
 - (c) any expected or estimated outcomes concerning increased sales or market share, or penetration achieved by the Client derived from marketing activities undertaken by SimplySEO, expressed in consultation or estimates, are speculative and in no way constitute a guarantee. In addition, where the Client makes changes to their Website, social media pages or advertising campaign information without prior discussion with SimplySEO, any such changes may negatively affect any costs and results;
 - (d) SimplySEO reserves the right not to undertake any Services, refuse to accept any content supplied by the Client, withdraw any advertisement or publication at any time for any reason (including where such, in SimplySEO’s opinion is or may be unlawful, offensive, contains Prohibited Content, does not comply with clause 10.3, or is otherwise inappropriate), and SimplySEO shall not be liable to the Client for any such action; and
 - (e) **SNT’s Performance:**
 - (i) the display on the SNT does not guarantee the availability of any particular goods; therefore, all orders placed through the Client’s Website as a result of any post or other communication posted shall be subject to confirmation of acceptance by the Client;
 - (ii) the ability to post communications on a SNT may be unavailable from time to time due to regularly scheduled maintenance and/or upgrades by the SNT provider;

- (iii) there are inherent hazards in electronic distribution, and as such SimplySEO cannot warrant against delays or errors in posts appearing on any SNT;
- (iv) all SNT used in the provision of the Services are subject to the terms and condition of service of the third-party provider and as such it is the Client's responsibility to be familiar with those terms and conditions;
- (v) in SimplySEO's use of the Client's SNT, SimplySEO is acting as the Client's agent and any liability arising from the use of the SNT account/s shall be the Client's responsibility; and
- (vi) with changes in technology, changes in internet use and SNT visiting patterns, particular SNT availability/life cycle, SimplySEO may suggest changes to the original proposal and recommend an alternative service. Any such suggestions and/or recommendations shall be communicated to the Client prior to implementation of any changes.

2.6 None of SimplySEO's agents or representatives are authorised to make any representations, statements, conditions, or agreements not expressed by the manager of SimplySEO in writing nor is SimplySEO bound by any such unauthorised statements.

2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Authorised Representatives

3.1 The Client acknowledges that SimplySEO shall (for the duration of the Services) liaise directly with one (1) authorised representative, and that once introduced as such to SimplySEO, that person shall have the full authority of the Client to order any Services, Incidental Items and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to SimplySEO for all additional costs incurred by SimplySEO (including SimplySEO's profit margin) in providing any Services, Incidental Items or variation/s requested thereto by the Client's duly authorised representative.

4. Fixed Term

4.1 Where this Contract is for ongoing Services (**Service Level Agreement- "SLA"**), the initial fixed Term ("**Term**") shall be specified as stated in SimplySEO's SLA documentation as agreed between both parties and shall revert to a monthly roll over basis automatically, thereafter, unless agreed otherwise until terminated by either party by giving at least thirty (30) days' required notice as defined in the SLA documentation prior to the expiration date of the initial term or any additional term.

4.2 Failure by the Client to maintain their SLA fees, as agreed shall allow SimplySEO to reserve their right to suspend the Services in accordance with clause 25.4.

4.3 The Client acknowledges and accepts that the Price stated will remain fixed for an initial period of twelve (12) months from the date of this Contract and will then be subject to revision on the basis of the movement in the Consumer Price Index (CPI).

5. Errors and Omissions

5.1 The Client acknowledges and accepts that SimplySEO shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

- (a) resulting from an inadvertent mistake made by SimplySEO in the formation and/or administration of this Contract; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by SimplySEO in respect of the Services.

5.2 In the event such an error and/or omission occurs in accordance with clause 5.1, and is not attributable to the negligence and/or wilful misconduct of SimplySEO; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

6. Change in Control

6.1 The Client shall give SimplySEO not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by SimplySEO as a result of the Client's failure to comply with this clause.

7. Price and Payment

7.1 At SimplySEO's sole discretion, the Price shall be either:

- (a) as indicated on any invoice provided by SimplySEO to the Client; or
- (b) (where the Client is on a "**SLA**"), the Client is required to pay an agreed amount for the on-going provision of the Services to the Client by SimplySEO as stipulated in this Contract; or
- (c) SimplySEO's quoted Price (subject to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

7.2 SimplySEO reserves the right to change the Price:

- (a) if a variation to the plan of scheduled Services, or Client specifications is requested (including, but not limited to, additional work required due to hidden or unidentifiable difficulties not evident prior to commencement of the Services, accessing the SNT, internet disruptions or limited access, etc.); and
- (b) as a result of increases beyond SimplySEO's reasonable control in the cost of materials or labour (including, but not limited to, any variation as a result of fluctuations in currency exchange rates, increases to SimplySEO in the cost of taxes, levies, freight and insurance charges and increases in third-party network operator or supplier costs, etc.)

7.3 Variations will be charged for on the basis of SimplySEO's quotation, and will be detailed in writing, and shown as variations on SimplySEO's invoice. The Client shall be required to respond to any variation submitted by SimplySEO within ten (10) working days. Failure to do so will entitle SimplySEO to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

7.4 At SimplySEO's sole discretion, a non-refundable deposit may be required.

7.5 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by SimplySEO, which may be:

- (a) on or before delivery of the Services;
- (b) by way of instalments/progress payments in accordance with SimplySEO's payment schedule which may;

(i) for any Website development Services:

- A. thirty percent (30%) deposit due (of the project value) upon acceptance of the quotation; and
- B. SimplySEO may request progress payments of ten percent (10%) of the estimated total Website development payment at regular intervals where the Website development Services are provided over a month or longer period of time;
- C. any outstanding balance of the Website development payment will become due upon completion of the Website development Services; or

(c) the date specified on any invoice or other form as being the date for payment; or

(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by SimplySEO.

7.6 Payment may be made by electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and SimplySEO.

7.7 SimplySEO may in its discretion allocate any payment received from the Client towards any invoice that SimplySEO determines and may do so at the time of receipt or at any time afterwards.

7.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by SimplySEO nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify SimplySEO in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as SimplySEO investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in SimplySEO placing the Client's account into default and subject to default interest in accordance with clause 25.1.

7.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to SimplySEO an amount equal to any GST SimplySEO must pay for any supply by SimplySEO under this or any other agreement for providing SimplySEO's Services. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

8. Reimbursable Expenses

8.1 SimplySEO shall be reimbursed for all expenses reasonably and properly incurred in connection with the provision of the Services, except where such expenses are specifically stated in the quotation, or in writing by SimplySEO, as being non-reimbursable. All reimbursable expenses (e.g., travel, accommodation, communications, couriers, etc.) will be charged at the cost involved (excluding GST) to SimplySEO, plus an administration fee of ten percent (10%) thereof.

9. Nominated Consultants

9.1 SimplySEO shall engage third-party consultants, as specified in the quotation, acting solely as agent on behalf of the Client and the following shall apply:

- (a) SimplySEO shall be entitled to enter into contracts with such third-party consultants in the name of the Client;
- (b) the Client shall be responsible for all payments to such third-party consultants;
- (c) where SimplySEO pays the third-party consultants account on behalf of the Client, the Client shall reimburse SimplySEO for the payment of the third-party consultants account together with an account-handling fee within seven (7) days (unless specified otherwise) from the date of submission of the account by SimplySEO to the Client; and
- (d) if the Client does not reimburse SimplySEO within seven (7) days from the date of submission of the account in accordance with sub-clause (c) above, SimplySEO shall be entitled to enforce any other rights SimplySEO may have under clause 25.

10. Provision of the Services

10.1 At SimplySEO's sole discretion delivery of the Services shall take place when the Services are supplied to the Client or the Client's nominated SNT account.

10.2 The Services are provided on the basis of specifications, information and instructions provided by the Client to SimplySEO (whether written or verbal). The Client acknowledges that it is their responsibility to ensure that such are detailed sufficiently to satisfy SimplySEO's requirements of interpretation and understanding, as once accepted by the Client, SimplySEO's quotation shall be deemed to correctly interpret those specifications, information, and instructions. Therefore, SimplySEO shall not accept any liability for the supply of Services contrary to the Client's intention, or errors or omissions in the Services, due to insufficient or inadequate provision of detailed specifications, information and instructions by the Client or oversight or misinterpretation thereof, and SimplySEO may charge the Client additional costs incurred thereby in remedying the Services, and if reasonably practical, will notify the Client of such costs before they are incurred and the Client agrees to them.

10.3 Furthermore, the Client warrants that all such content or materials supplied to SimplySEO to be used for the provision of the Services shall:

- (a) be true and correct in every particular; and
- (b) does not contain Prohibited Content; and
- (c) be non-political and non-religious by nature, and suitable for viewer of all ages; and
- (d) not be, nor contain, anything that is defamatory of any person or is indecent or obscene; and
- (e) complies with all laws, regulations, codes of practice, guidelines and any standards applicable to the advertising industry and as determined by any relevant regulatory agency or industry self-regulatory body (including, but not limited to, the Fair Trading Act, GSPR and Privacy legislation and the Advertising Codes of Practice of the Advertising Standards Authority (ASA)); and
- (f) does not infringe copyright, trademark, or any other legal rights of another person and/or entity (including the name and image of any person without their consent, etc.); and
- (g) does not contain anything which may give rise to any cause of action by a third against SimplySEO (including, but not limited to, material that may cause damage or injury to any person and/or entity); and
- (h) is not false or misleading and is true in substance and in fact; and
- (i) not contain nor constitute a statement that is misleading or deceptive or likely to deceive or to mislead or which is otherwise in breach of a provision of the Fair Trading Act or any other applicable legislation;

- (j) be in the form, and delivered up to SimplySEO by the date, specified thereby. If the Client fails to adhere to this sub-clause, SimplySEO shall not be liable to the Client in the event SimplySEO is unable to provide the Services.
- 10.4 SimplySEO may supply Incidental Items to the Client where it is required for the provision of Services, and
- (a) delivery of the Incidental Items is taken to occur at the time that SimplySEO (or SimplySEO's nominated carrier) delivers the Incidental Items to the Client's nominated address, even if the Client is not present at the address; and
 - (b) at SimplySEO's sole discretion, any costs of delivery shall be in addition to the Price; and
 - (c) SimplySEO may deliver the Incidental Items in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions; and
 - (d) risk of damage to, or loss of, the Incidental Items passes to the Client on delivery, and the Client must insure the Incidental Items on, or before, delivery.
- 10.5 Whilst SimplySEO shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties (subject to SimplySEO's normal service hours of 8.30am to 5:30pm on business days), the Client acknowledges that any time specified thereby for provision of the Services is an estimate only and SimplySEO will not be liable for any loss or damage incurred by the Client as a result of any delay. In the event that SimplySEO is unable to provide the Services as agreed solely due to any action or inaction of the Client then SimplySEO shall be indemnified from any liability for any resulting failure to provide the Services and/or entitled to charge a reasonable fee for re-providing the Services at a later time and date.
- 10.6 **Normal Working Hours:**
- (a) Services may be requested outside of the hours of 8.30am to 5:30pm Monday through Friday, and
 - (b) including all public holidays by prior arrangement but may be subject to additional charges.
- 11. Risk and Limitation of Liability for Client Data**
- 11.1 When quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any extra work or cost caused by any variation by the Client of the original instructions or by the manuscript copy being, in SimplySEO's opinion, poorly prepared or by the Client's requirements being different from those originally submitted or described, then the cost of such variations may be charged to the Client and shown as extras on the invoice.
- 11.2 Any tabulated work and/or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating may be charged to the Client and shown as extras on the invoice.
- 11.3 Unless otherwise agreed, the Client shall bear the cost of fonts, or colour proofs, or artwork, specially bought at its request for the work.
- 11.4 Where the performance of any contract with the Client requires SimplySEO to obtain services from a third party, the contract between SimplySEO and the Client shall incorporate and shall be subject to the conditions of supply of such services to SimplySEO (including, but not limited to, registering the Client's business and/or set up SNT accounts where required), and the Client shall be liable for the cost in full including SimplySEO's margin of such Services.
- 11.5 Whilst every care is taken by SimplySEO to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading and/or revision of the proposed Services of any media communications prior to posting of the same to any SNT and/or revision of the proposed Services including Website design. SimplySEO shall be under no liability whatsoever for any errors not corrected by the Client in the final proof reading/revision.
- 11.6 Any changes and comments as a result of proof reading/revision undertaken by the Client shall be provided to SimplySEO in one (1) complete brief and not multiple email notifications. Any extended revisions outside of this scope shall be charged at SimplySEO's hourly rate.
- 11.7 Any change or correction to any video, photographs and/or artwork supplied by the Client which is deemed necessary by SimplySEO to ensure correctly finished work shall be invoiced as an extra.
- 11.8 The Client shall provide SimplySEO with data in the following formats:
- (a) for text, files shall be in an electronic format as Digital Transfer Storage (DTS) which includes Cloud Storage and Google Drive, standard text (.txt) or Word (.doc) on a USB or via email;
 - (b) for imaged, in an electronic format as prescribed by SimplySEO on a USB, via email or by Digital Transfer Storage (DTS) which includes Cloud Storage and Google Drive with the images of a suitable quality applicable for the use intended and without any subsequent image processing being required. SimplySEO shall not be responsible for the quality of images scanned from printed materials;
 - (c) additional expenses may be charged to the Client for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing or data entry services.
- 11.9 The Client acknowledges and agrees that SimplySEO shall not be held responsible or liable for:
- (a) anything related to the SNT, or any other Services provided; and/or
 - (b) any supplied content breaching any Acts, legislation, or regulations, unless due to the negligence of SimplySEO.
- 11.10 SimplySEO, its directors, agents or employees will not be liable in any way for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the provision of the Services by SimplySEO to the Client.
- 11.11 All media releases and public announcements by either party relating to these terms and conditions, or the Services (including subject matter and related documents), shall be co-ordinated with the other party and approved jointly by the party prior to release.
- 11.12 SimplySEO shall not be held responsible for the use of Services as referred to in by media, once information approved by the Client has been submitted to the media.
- 12. Client's Acknowledgement**
- 12.1 The Client acknowledges that payments to third parties for general advertising, social media advertising and lead generation costs shall be the Client's responsibility. Any budgets for such costs shall be set with in consultation between SimplySEO and the Client
- 12.2 The Client will, in addition to any other obligations expressed in this Contract, have the following responsibilities:
- (a) provision of all content (including data, logos, designs and/or graphic and related materials) to be incorporated into the SNT communications, Website or any other medium within five (5) business days of being requested by SimplySEO;
 - (b) provision of any other information, ideas or suggestions which are to be expressly considered by SimplySEO in developing the SNT communications, Website or any other medium; and

- (c) to ensure that content supplied to SimplySEO does not contain Prohibited Content, a link to any website or any other medium that contains Prohibited Content, or any viruses, trojan horses, worms, time bombs, cancel bots or any other software program or routine designed for or capable of interfering with the operation of the SNT.
- 12.3 SimplySEO will not be responsible for, and accepts no liability for, any deficiency or alleged deficiency in the SNT communications, Website or any other medium which is attributable to:
- (a) incorrect information provided by the Client, either pursuant to this clause or otherwise; or
 - (b) failure by the Client to provide relevant information, either pursuant to this clause or otherwise; or
 - (c) any third-party products and/or services used by SimplySEO in placing the SNT communication, Website or any other medium.

13. Website Development

13.1 **SimplySEO's Responsibilities:**

- (a) upon acceptance of SimplySEO's quotation/proposal, and in accordance with this Contract, SimplySEO will:
 - (i) use its best endeavours to develop the Website in accordance with the Client's instructions and specifications including development stages; and
 - (ii) to the extent specified in the Client's instructions and specifications, negotiate and procure any third-party agreements on behalf of the Client;
- (b) the Client acknowledges that the development of the Website by SimplySEO is based upon current technology platforms (e.g., internet browsers, mobile, android, etc.), and therefore SimplySEO cannot guarantee that Website features and /or content will display correctly, and that the overall visual experience will be the same, for use by either superseded or presently undeveloped technology;
- (c) upon SimplySEO receiving payment in full, SimplySEO shall provide the Client with the last backup of the Website and associated data and ensure the Website is 'live' and visible on the internet and/or social media platform;
- (d) SimplySEO shall advise the Client of all third-party software, platforms and/or social media platform that the Client is recommended to have in place to assist the Client in setting up those accounts with the Client's details and billing information; and
- (e) all software and components not developed by SimplySEO retain the original licence and terms associated with that software.

13.2 **Client's Responsibilities:**

- (a) the Client will ensure that SimplySEO is given such information and assistance (including access to computer systems, hosting account, disk space, create databases and applications, and other locations to complete a branding or other project) as SimplySEO reasonably requires to enable SimplySEO to construct and maintain the Website; and
- (b) when approval is sought or required from the Client following completion of a development stage, the Client will not delay the approval of that development stage beyond fourteen (14) days (time being of the essence) of being requested unless otherwise agreed to by SimplySEO in writing. In the event of delays beyond this time frame, then SimplySEO shall be entitled to charge a "holding fee" of an amount to be determined by SimplySEO.; and
- (c) subject to clause 25.4 the Client shall supply access to any computer system, usernames and passwords required to remove data and/or sites for failure to comply with these terms and conditions; and
- (d) it shall be the Client's responsibility to ensure that any specific requirements they may have for mobile web browsers is included in the brief, as, unless otherwise specified therein, the choice of web browsers and technology used in the development of the Website shall be at the sole discretion of SimplySEO. In the event that additional Services are requested, or required (as per clause 13.1(b)), in order to meet any specific requirements for mobile web browsers, after SimplySEO has commenced work on the Website, shall be treated as a variation to the Price, and a strict estimation of further work required shall be submitted to the Client for approval before proceeding with the variation work; and
- (e) SimplySEO will not be responsible for, and accepts no liability for, any deficiency or alleged deficiency in the Website which is attributable to any third-party products and/or services used by SimplySEO in creation of the Website and/or social medial platform.

13.3 **Domain Registration:**

- (a) where SimplySEO is to register a domain name on the Client's behalf, SimplySEO cannot guarantee the availability of the domain name, nor assume a successful registration or such a name.
- (b) SimplySEO will not be responsible for the renewal of any domain name registration unless specifically requested to do so by the Client.
- (c) the Client will be responsible for complying with all terms and conditions relating to any registered domain name, such as may be required by the 'Registry' that is responsible for administering the registration of such domain name.

13.4 **Client's Property and Materials:**

- (a) graphic files should be supplied in an editable, vector digital format and photographs in a high-resolution digital format. If the Client chooses to purchase stock photographs, SimplySEO can suggest stock libraries; and
- (b) in the case of property and materials left with SimplySEO without specific instructions, SimplySEO shall be free to dispose of them at the end of twelve (12) months after their receiving them and to accept and retain the proceeds, if any, to cover their own costs in holding and handling them; and
- (c) where materials or equipment are supplied by the Client, SimplySEO accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment.

13.5 **Maintenance:**

- (a) subject to sub-clause (b), SimplySEO will provide the maintenance services in accordance with SimplySEO's maintenance schedule; and
- (b) the Client will procure all necessary authorisations, licences, and consents to enable SimplySEO to have access to the Website in order to provide the maintenance services; and
- (c) should the Client during development of or after handover of the Website, attempt to update, edit, or alter the Website pages, infrastructure, source files or the Website's architecture, time that SimplySEO provides to repair pages shall be treated as additional work.

13.6 **Public Access:**

- (a) the Client understands that by placing information on the Website, such information may be accessible to all internet users. SimplySEO does not (unless expressly requested by the Client) limit or restrict access to such information, nor protect such information from copyright infringement or other wrongful activity; and

- (b) the Client assumes full responsibility for their use of the Services, and it is the Client's sole responsibility to evaluate the accuracy, completeness and usefulness or all opinions, advice, services, and other information, and the quality and merchantability of all Services provided by SimplySEO, or on the internet generally.

14. Content and Google Ads Marketing

- 14.1 The Client acknowledges and accepts that SimplySEO shall not be liable for any loss, damage or costs incurred by the Client for use of copied material that SimplySEO has received from the Client.
- 14.2 Where an error occurs in the copy created by SimplySEO's writers, SimplySEO shall correct the error on posts created at no extra cost to the Client, however this error shall not be deemed to be a breach in terms of this Contract.
- 14.3 Where blog content provided by the Client has errors which require the post to be removed from the Website, the Client acknowledges that such removal may:
- (a) affect other campaigns including, but not limited to, paid traffic campaigns which were linked to that post or page; and
 - (b) cause down time whilst SimplySEO remedies the system.
- 14.4 The Client acknowledges that SimplySEO incurs expenses and uses its expertise and intellectual property where marketing campaigns are created for the Client specifically via Google Ads.
- 14.5 Where the Client requests SimplySEO to pause a marketing campaign set up and managed by SimplySEO under the Google Ads format, then the Client shall be responsible to continue payment of SimplySEO's monthly management fee.

15. Search Engine Optimisation (SEO)

- 15.1 Although SimplySEO shall use their knowledge and experience to gain the best results possible, SimplySEO gives no guarantee of the quality of visitor or the position/page rank or volume of visits to the Website, or warranty that the Website will be effective in promoting the Client's business or result in any increase in sales of the products/services of the Client. Periodic reporting will be sent to the Client's nominated email address, at the sole discretion of SimplySEO.
- 15.2 The Client accepts that a SEO may change their policies and systems at any time and such, SimplySEO shall not be held liable for any fluctuations, changes, or removal of your listing.

16. Support Services

- 16.1 "Live Date" means the date in which SimplySEO provides any support services as per initial acceptance of SimplySEO's quotation.
- 16.2 Support services shall only be used by the Client for lawful purposes. Any use which violates any applicable national or international laws is strictly prohibited (e.g., posting or transmitting any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind – including, but not limited to, any transmission constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability).
- 16.3 Support services exclude domain registrations and SSL Certificates, and where the Client is changing from another hosting provider the install and set-up of the Website on SimplySEO's web servers, which shall be charged to the Client additionally.
- 16.4 **SimplySEO will**, at its sole cost and expense:
- (a) ensure that from the Live Date:
 - (i) sufficient capacity is maintained on SimplySEO's webserver to enable users access to the Website in a timely manner;
 - (ii) the Website is accessible to users in accordance with the agreed service levels (subject to reasonable downtime for server maintenance which has been notified to the Client prior to the commencement of the downtime or (where applicable) maintenance in accordance with clause 13.5);
 - (b) provide the Client with reasonable access to the Website to perform maintenance services.
- 16.5 **SimplySEO will not:**
- (a) alter or amend, or permit any person to alter or amend the Website without the written consent of the Client;
 - (b) post or display on the Website any advertisement, sponsorship or promotion without the written consent of the Client;
 - (c) use any user data for marketing, referral or other purposes except as expressly authorised by this Contract;
 - (d) sub-licence, rent, time-share, lease, lend or grant any rights to use the Website; or
 - (e) assign, transfer or authorise anyone else to exercise the rights in any licence granted pursuant to this Contract.
- 16.6 SimplySEO will make best efforts to ensure that the Client receives continual and uninterrupted Services during the term of this Contract, however SimplySEO does not in any way warrant or otherwise guarantee the availability of the Services, which shall be subject to regularly scheduled maintenance cycles, and many events/circumstances beyond the control of SimplySEO. In no event though, shall SimplySEO be liable to the Client for damages (including loss of income) resulting from or in relation to any failure or delay (including server downtime, programming errors, lack of connection or slow connection) of SimplySEO to provide Services under this Contract, or any loss of data, if such delays or failures are due to circumstances beyond our control. Such a failure or delay shall not constitute a default under this Contract.
- 16.7 SimplySEO may, at their sole discretion, limit or deny access to the Services is, in the judgement of SimplySEO, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network.
- 16.8 **Client's Obligations:**
- (a) **the Client will**, at its sole cost and expense:
 - (i) subject to any agreement with SimplySEO for Website development, develop and maintain the Website;
 - (ii) ensure that SimplySEO at all times is granted all necessary licences, permissions and access reasonably required by SimplySEO to perform the support including without limitation:
 - A. physical access to any relevant premises and hardware;
 - B. logon and password access to any relevant computer systems; and
 - C. remote online access to any relevant computer systems where available.
 - (iii) provide the content to SimplySEO, in such form as reasonably prescribed by SimplySEO from time to time;
 - (iv) change the type of hosting account used if that account is deemed by SimplySEO to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the Website;
 - (v) is responsible for any fees payable and due to previous hosting organisations engaged by the Client;

- (vi) ensure that content supplied to SimplySEO do not contain Prohibited Content, a link to any Website that contains Prohibited Content, or any viruses, trojan horses, worms, time bombs, cancel bots or any other software program or routine designed for or capable of interfering with the operation of the support services.
 - (b) failure by the Client to comply with clause 16.8(a) will entitle SimplySEO, at its option, to suspend the support without liability until such time as clause 16.8(a) is complied with.
 - (c) **the Client will not:**
 - (i) logon to an account that the Client is not authorised to access;
 - (ii) access data or take any action to obtain services not intended for the Client;
 - (iii) attempt to probe, scan or test the vulnerability of any system, subsystem or network;
 - (iv) tamper, hack, modify or otherwise corrupt or breach security or authenticity measures without proper authorisation;
 - (v) transmit any material outlined in clause 16.812.2(c);
 - (vi) send spam or other duplicative or unsolicited messages in violation of applicable laws including without limitation the Unsolicited Electronic Messages Act 2007;
 - (vii) do anything that prevents or hinders SimplySEO from providing support services to any other person.
 - (d) The Client acknowledges that spamming (i.e., the sending of unsolicited email), email address cultivation, or any unauthorised collecting of email addresses without prior notification of the email address owner is strictly prohibited.
 - (e) SimplySEO at its sole discretion acting reasonably shall be entitled to determine when there has been a breach of clause 16.8(c) and without limiting any other provision of these terms and conditions, SimplySEO shall be entitled without liability to take such actions as it deems appropriate in the circumstances.
- 16.9 **Network Traffic:**
- (a) Network traffic shall be measured by SimplySEO and may include all forms of traffic to and from the Website. SimplySEO reserve the right to suspend support services (at any time and without notice to the Client) for what it deems to be excessive traffic usage.
- 16.10 **Limitation of Liability for Support Services:**
- (a) in consideration of clause 32.2, in the event the support services provided to the Client are disrupted or malfunction for any reason, SimplySEO's liability shall be limited to damages which under no circumstances shall exceed the amount due and payable by the Client to SimplySEO for the support services during the period of disruption or malfunction.
 - (b) the Client acknowledges that for SimplySEO to carry out such maintenance services the Website will not be available during this time. To the best of its ability SimplySEO will endeavour to:
 - (i) keep any such down time to the absolute minimum necessary to carry out such maintenance;
 - (ii) wherever reasonably possible to do so, schedule such down time for weekends; and
 - (iii) wherever reasonably possible to do so, provide the Client with at least three (3) days prior written notice of any such down time.
 - (c) without in any way limiting the effect of clause 11 or any other provision of these terms and conditions, SimplySEO will make reasonable efforts to ensure that as part of support services nightly backups ("Backups") occur which are stored for sixty (60) days and SimplySEO will continue to investigate the possibility of providing more extensive backup services as part of the support services.
 - (d) work required by SimplySEO to recover information from any Backup will incur SimplySEO's then standard service fee for such work provided that no charge will be made where such recovery is required solely due to the direct fault of SimplySEO.
17. **Defective Services**
- 17.1 Any alleged fault, defect, shortage in quantity, errors, omissions, or failure to comply with the description or quote of the Services which the Client detects must be reported to SimplySEO as soon as is practically possible. Any emails or telephone messages which are received outside SimplySEO's normal business hours will be processed the following business day. The Client shall afford SimplySEO an opportunity to inspect the Services within a reasonable time following such notification if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 17.2 For defective Services, which SimplySEO has agreed in writing that the Client is entitled to reject, SimplySEO's liability is limited to either (at SimplySEO's discretion) rectifying the Services or re-providing the Services, provided that the Client has complied with the provisions of clause 17.1.
18. **Compliance of Laws**
- 18.1 The Client and SimplySEO shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities in the country where the Services are being provided or as per guidelines on any SNT. Furthermore, SimplySEO warrants that any Services and/or content produced are fully compliant with said statutes, regulations, and bylaws and SNT requirements.
- 18.2 The Client shall obtain (at the expense of the Client) all licenses and/or approvals pertaining to materials to be used in the communication copy and where required, any release documentation for the use of any digital imagery which may include people.
19. **Confidentiality**
- 19.1 Each party agrees to treat all information and ideas communicated by the other party confidential and each agrees not to divulge it to any third party, without the other party's written consent.
- 19.2 The quotation and the information contained in the quotation, or any other schedule provided by SimplySEO to the Client is done so on a "commercial in confidence" basis thereby, the Client agrees not to reproduce or provide said information in any manner to any third party without the prior written approval of SimplySEO.
- 19.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request, unless required by law to retain it.
- 19.4 Confidential Information excludes information:
 - (a) generally available in the public domain (without unauthorised disclosure under this Contract); or
 - (b) required by law, any stock exchange or regulatory body to be disclosed; or
 - (c) received from a third party entitled to disclose it; or

- (d) that is independently developed.
- 19.5 The obligations of this clause 19 shall survive termination or cancellation of this Contract.
- 20. Title**
- 20.1 SimplySEO and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not pass until:
- (a) the Client has paid SimplySEO all amounts owing for the Services; and
 - (b) the Client has met all other obligations due by the Client to SimplySEO in respect of all Contracts between SimplySEO and the Client.
- 20.2 Receipt by SimplySEO of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then SimplySEO's ownership in the Incidental Items or rights in respect of the Services shall continue.
- 20.3 It is further agreed that:
- (a) the Client is only a bailee of the Incidental Items and must return the Incidental Items to SimplySEO immediately upon request by SimplySEO;
 - (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for SimplySEO and must pay to SimplySEO the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for SimplySEO and must pay or deliver the proceeds to SimplySEO on demand;
 - (d) the Client should not convert or process the Incidental Items or intermix them with other goods, but if the Client does so then the Client holds the resulting product on trust for the benefit of SimplySEO and must dispose of or return the resulting product to SimplySEO as SimplySEO so directs;
 - (e) the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of SimplySEO; and
 - (f) the Client irrevocably authorises SimplySEO to enter any premises where SimplySEO believes the Incidental Items are kept and recover possession of the Incidental Items.
- 21. Personal Property Securities Act 1999 ("PPSA")**
- 21.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 21.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Incidental Items previously supplied by SimplySEO to the Client;
 - (b) all Incidental Items will be supplied in the future by SimplySEO to the Client and the proceeds from such Incidental Items as listed by SimplySEO to the Client in invoices rendered from time to time; and
 - (c) all the Client's present and after acquired property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to SimplySEO for Services – that have previously been provided and that will be provided in the future by SimplySEO to the Client.
- 21.3 The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SimplySEO may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, SimplySEO for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Incidental Items charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items or the proceeds of such Incidental Items in favour of a third party without the prior written consent of SimplySEO.
- 21.4 SimplySEO and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 21.5 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- 21.6 Unless otherwise agreed to in writing by SimplySEO, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 21.7 The Client shall unconditionally ratify any actions taken by SimplySEO under clauses 21.1 to 21.6.
- 21.8 Subject to any express provisions to the contrary (including those contained in this clause 21), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 22. Security and Charge**
- 22.1 In consideration of SimplySEO agreeing to supply Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
- 22.2 The Client indemnifies SimplySEO from and against all SimplySEO's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising SimplySEO's rights under this clause.
- 22.3 The Client irrevocably appoints SimplySEO and each director of SimplySEO as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 22 including, but not limited to, signing any document on the Client's behalf.

23. Consumer Guarantees Act 1993

23.1 If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 (“CGA”) do not apply to the supply of Services by SimplySEO to the Client.

24. Intellectual Property

24.1 Where SimplySEO has designed, drawn or developed Services (including the Website) for the Client, SimplySEO retains full intellectual property ownership of SimplySEO’s proprietary software, design, code, materials, source code of all images and design, routines and Services, including the copyright in any designs and drawings and documents or discovered during the provision of the Services, and SimplySEO hereby grants to the Client an irrevocable, non-exclusive and non-transferable worldwide licence to use SimplySEO’s materials, routines and Services solely in relation to the operation of the Client’s own presentation and functioning of the Website, conditional upon the Client fulfilling their obligations under this Contract (including, but not limited to, the full payment of the Price). Furthermore, the Client shall not have any right to use open-source software or SimplySEO’s intellectual property for any other purpose.

24.2 SimplySEO shall retain property ownership of:

- (a) any designs not approved by the Client, and later offer the Client the right to purchase a licence to use such non-approved designs; and
- (b) all photography and video audio filmed and/or created by and for SimplySEO.

24.3 All Flash, PHP, Java Script, HTML and Dynamic HTML coding and other supplied code (if any) remains the intellectual property of SimplySEO. Copying or disseminating the code for any purpose whatsoever is strictly forbidden and will be a breach of copyright.

24.4 The Client warrants that all designs, specifications, or instructions given to SimplySEO will not cause SimplySEO to infringe any patent, registered design, or trademark in the execution of the Client’s order and the Client agrees to indemnify SimplySEO against any action taken by a third party against SimplySEO in respect of any such infringement.

24.5 The Client hereby authorises SimplySEO to utilise images of the Services created by SimplySEO in advertising, marketing, or competition material by SimplySEO including, but not limited to:

- (a) the Client permitting SimplySEO to place a small credit on any printed material (i.e., brochures), exhibition displays, advertisement and/or link to SimplySEO’s own website on the Client’s Website, which shall usually be in the form of a small logo or line of text placed towards the bottom of the page; and
- (b) allowing SimplySEO to place websites and other designs, along with a link to the Client’s Website on SimplySEO’s own Website for demonstration purposes and to use any designs in SimplySEO’s own publicity.

25. Default and Consequences of Default

25.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at SimplySEO’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

25.2 If the Client owes SimplySEO any money the Client shall indemnify SimplySEO from and against all costs and disbursements incurred by SimplySEO in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SimplySEO’s collection agency costs, and bank dishonour fees).

25.3 Further to any other rights or remedies SimplySEO may have under this Contract, if a Client has made payment to SimplySEO, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by SimplySEO under this clause 25, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client’s obligations under this Contract.

25.4 Without prejudice to any other remedies SimplySEO may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions SimplySEO may suspend or terminate the supply of Services to the Client. SimplySEO will not be liable to the Client for any loss or damage the Client suffers because SimplySEO has exercised its rights under this clause.

25.5 Without prejudice to SimplySEO’s other remedies at law SimplySEO shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to SimplySEO shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to SimplySEO becomes overdue, or in SimplySEO’s opinion the Client will be unable to make a payment when it falls due;
- (b) the Client has exceeded any applicable credit limit provided by SimplySEO;
- (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

26. Cancellation

26.1 Either party may, terminate these terms and conditions or cancel provision of the Services:

- (a) prior to the commencement of the Services, in the event that after consultation with the Client, SimplySEO determines it is not technically, commercially or operationally feasible to provide the Services to the Client;
- (b) if a fixed term is specified, at any time after the end of the fixed term by giving one (1) months’ notice to the other party;
- (c) failure to give notice of intention to cancel at least one (1) month prior to the expiration date of the fixed term, the fixed term shall automatically renew on a monthly basis, unless cancelled by way of the Client providing SimplySEO with one (1) months’ notice.

26.2 SimplySEO may, in addition to their right to cancel under clause 26.1.

(a) do so at any time:

- (i) prior to the commencement of the Services, by giving notice to the Client. On giving such notice SimplySEO shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to SimplySEO for Services already performed. SimplySEO shall not be liable for any loss or damage whatsoever arising from such cancellation; or
- (ii) in the event the Client materially breaches these terms and conditions, and such breach is not capable of remedy.

26.3 In the event of the premature termination of this Contract (including by notification from the Client, (at least one (1) month prior to the expiration date of the contract term), or as a result of default, but excluding any breach or termination of this Contract by SimplySEO), the Client shall be responsible for the immediate payment of the following sums:

- (a) all monies due and payable up to the date of termination whether periodic or a fixed term, (noting applicable rates may change if the Contract is shorter than that noted in the quotation); and
- (b) all other sums owing by the Client under this Contract directly as a result of the default and termination of this Contract, which shall be calculated on the basis of any substantiated costs reasonably incurred by SimplySEO, or a minimum of twenty percent (20%) of the remainder of the Price under this Contract, whichever is the lesser, where a fixed term applies (to cover such costs imposed by SimplySEO third party suppliers that form part of, this Contract, without any margin added by SimplySEO thereto).

27. Limitation of Liability and Indemnity

- 27.1 SimplySEO accepts no liability whatsoever for any defect, error or omission in any Services approved by the Client and will not be responsible for any costs or losses incurred by the Client by reason of any error in the Services (including, but not limited to, offering any refund or credit).
- 27.2 The Client agrees to indemnify SimplySEO, its employees, agents and affiliates, and their employees and agents against any action, claim, loss or expense arising from the production of Incidental Items, Website and/or publication of the Services, cancellation of, or failure to produce the Incidental Items, Website and/or publish any Services, and all costs, losses and expenses suffered or incurred by SimplySEO, its employees, agents and affiliates, and their employees and agents as a result of any breach by the Client of these terms and conditions, or any other agreement between the Client and SimplySEO.
- 27.3 The Client acknowledges that, due to the nature of digital display, technical difficulties may arise which could prevent the provision of the Services; and the Client, therefore, agrees to indemnify SimplySEO against any costs or losses incurred by the Client as a result of this.

28. Privacy Policy

- 28.1 All emails, documents, images, or other recorded information held or used by SimplySEO is “**Personal Information**” as defined and referred to in clause 28.3 and therefore considered confidential. SimplySEO acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 (“the Act”) including Part II of the OECD Guidelines and as set out in the Act and any statutory requirements where relevant in a European Economic Area “EEA” under the EU Data Privacy Laws (including the General Data Protection Regulation “GDPR”) (collectively, “EU Data Privacy Laws”). SimplySEO acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client’s Personal Information, held by SimplySEO that may result in serious harm to the Client, SimplySEO will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 28.2 Notwithstanding clause 28.1, privacy limitations will extend to SimplySEO in respect of Cookies where the Client utilises SimplySEO’s website to make enquiries. SimplySEO agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client’s:
 - (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to SimplySEO when SimplySEO sends an email to the Client, so SimplySEO may collect and review that information (“collectively Personal Information”)If the Client consents to SimplySEO’s use of Cookies on SimplySEO’s website and later wishes to withdraw that consent, the Client may manage and control SimplySEO’s privacy controls via the Client’s web browser, including removing Cookies by deleting them from the browser history when exiting the website.
- 28.3 The Client authorises SimplySEO or SimplySEO’s agent to:
 - (a) access, collect, retain and use any information about the Client;
 - (i) including, name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook, or Twitter details), next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Client’s creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by SimplySEO from the Client directly or obtained by SimplySEO from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 28.4 Where the Client is an individual the authorities under clause 28.3 are authorities or consents for the purposes of the Privacy Act 2020.
- 28.5 The Client shall have the right to request (by e-mail) from SimplySEO, a copy of the Personal Information about the Client retained by SimplySEO and the right to request that SimplySEO correct any incorrect Personal Information.
- 28.6 SimplySEO will destroy Personal Information upon the Client’s request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 28.7 The Client can make a privacy complaint by contacting SimplySEO via e-mail. SimplySEO will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.

29. Service of Notices

- 29.1 Any written notice given under this Contract shall be deemed to have been given and received:
 - (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party’s last known email address.
- 29.2 A notice served or other document delivered on a day which is not a business day is deemed served, or as applicable delivered, at 8.30am on the first business day after such day.

- 29.3 A notice served or other document delivered on a day which is not a business day is deemed served, or as applicable delivered, at 8.30am on the first business day after such day.
- 29.4 For the purposes of clauses 29.2 and 29.3 the term “business day” shall mean any day other than a Saturday, Sunday or public holiday in New Zealand.
- 30. Trusts**
- 30.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust (“Trust”) then whether or not SimplySEO may have notice of the Trust, the Client covenants with SimplySEO as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not without consent in writing of SimplySEO (SimplySEO will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
- 31. Jurisdiction**
- 31.1 The Website (excluding any linked third-party sites) is controlled by SimplySEO from their principal business premises in New Zealand. It can be accessed from countries around the world to the extent permitted by the Website. As each country has laws that may differ from New Zealand, by accessing this Website, the Client agrees that the laws and statutes of New Zealand shall apply to any dealings, actions or claims arising out of, or in relation to, this Contract, or the Client’s use of the Website, irrespective of any conflict with any laws and statutes applicable to the Client’s country of domicile.
- 31.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand in which the Services were provided by SimplySEO to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction of the courts will be subject to the Porirua Courts in which SimplySEO has its principal place of business, and that any legal proceedings will be conducted in English.
- 31.3 SimplySEO makes no representation that Services offered through the Website are appropriate, available, or suitable for use in countries outside of New Zealand, and accessing and/or utilising any content from, or through, the Website which is illegal in your country of domicile is strictly prohibited.
- 32. General**
- 32.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party’s right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 32.2 Subject to the CGA, SimplySEO shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by SimplySEO of these terms and conditions (alternatively SimplySEO’s liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).
- 32.3 SimplySEO may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client’s consent.
- 32.4 The Client cannot licence or assign without the written approval of SimplySEO.
- 32.5 SimplySEO may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of SimplySEO’s sub-contractors without the authority of SimplySEO.
- 32.6 The Client agrees that SimplySEO may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for SimplySEO to provide Services to the Client.
- 32.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, (“Force Majeure”) or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to SimplySEO.
- 32.8 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.