

# TERMS & CONDITIONS

## Definitions

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

**Google / Google AdWords / Search Engine** means Google and Google AdWords except to the extent that you have specifically instructed us (and we have agreed to) manage your account in relation to a non-Google search engine in addition to (or in substitution of) Google.

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

**We / Your Easy Web Solutions Pty Ltd** ABN 37 254 484 533 trading as Your Easy Web Solutions.

**Account** refers to any Google account created by Your Easy Web Solutions in the course of providing services to the customer and the data pertaining to such Google accounts.

## Payment Terms

1. The Initial Set Up Fee is payable in full before the setup of your Google AdWords accounts will begin.
2. The Management Fee for your Google AdWords account will be charged in advance on monthly basis.
3. Your Easy Web Solutions will automatically debit your supplied credit card (Mastercard or Visa Card) for the Adwords management fee agreed on.
4. Your Easy Web Solutions reserves the right to stop managing your Google AdWords account and terminate this Agreement at any time by written (or email) notice to you. If this occurs your Your Easy Web Solutions management fee will stop immediately and no further payments will be charged.
5. If you wish to suspend or cancel your Your Easy Web Solutions management of your AdWords accounts at any time then please let us know by phone or email.
6. Upon cancelling Your Easy Web Solutions management, all amounts owing to Your Easy Web Solutions will need to be paid in full; any outstanding amounts will be due within 7 business days of cancellation.
7. All prices quoted on our website including emails and proposals are in Australian dollars and are GST inclusive.
8. Your Easy Web Solutions reserves the right to engage a debt collector at your expense if there are any unpaid invoices overdue by 30 days.

## General AdWords Terms & Conditions

Whilst Your Easy Web Solutions are managing your Google AdWords account the following terms and conditions apply:-

9. By entering this Agreement with Your Easy Web Solutions you give us permission to access your Google AdWords account for the purposes of optimisation and management of your online business.

10. Your Easy Web Solutions will endeavour to set up your AdWords accounts as soon as possible, however in some cases it may take up to 5-7 days to complete set up of your new account.

11. Your Easy Web Solutions management (with Your Easy Web Solutions management fees) is a separate service from the “per click” fees that Google AdWords will charge you. Cancellation of your management does not automatically stop your Google AdWords advertising from running and incurring Google AdWords “per click” fees. Your Easy Web Solutions will not be liable for any amounts that Google AdWords charges you following the cancellation of your management with Your Easy Web Solutions. If you wish to cease advertising online at the same time that you cancel your Your Easy Web Solutions management, please notify your Client Manager in writing so that we can cancel your Google Adwords online advertising as well. Alternatively, you may choose to directly access your own Google Adwords account to arrange cancellation.

13. For clarity, please note that:-

(a) Your Easy Web Solutions is not Google, Google AdWords, Facebook or Yahoo;

(b) Your Easy Web Solutions is affiliated with Google by being a “Google Premier Partner”. However despite this affiliation with Google, Your Easy Web Solutions is a separate entity from Google.

14. Your Easy Web Solutions 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 this Agreement, Your Easy Web Solutions do not guarantee any particular rate of return or performance of any online advertising on Google AdWords (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 AdWords account for your business and/or websites.

15. Your Easy Web Solutions is providing an internet marketing service for a competitive price. Your Easy Web Solutions 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) Your Easy Web Solutions 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 Your Easy Web Solutions to you is the lesser of:-

(i) the sum of Setup Fees and Management Fees you have paid to Your Easy Web Solutions, 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.

16. These Terms and Conditions are governed by the law in force in the State of Queensland, Australia, and the parties irrevocably submit to the nonexclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them for determining any dispute concerning the Terms and Conditions.

17. These Terms and Conditions can be modified at any time by Your Easy Web Solutions. 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.

18. 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.

19. You warrant to us that you will use the services provided by Your Easy Web Solutions under this Agreement for business purposes (and not predominantly personal, domestic or household use).

20. To the extent that Copyright subsists in any 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.

## **Intellectual Property and Account Ownership**

Any AdWords accounts, documentation, systems, design, materials, methodologies, and processes created in the course of providing services to the customer shall remain the property of Your Easy Web Solutions.

All documentation, systems, design, materials, methodologies, and processes created in the course of providing services to the customer may only be reproduced or resold with the permission of Your Easy Web Solutions.

## **Termination of Services**

At the conclusion of Your Easy Web Solutions providing services to the customer, the customer will retain read-only access to the account for a period of up to seven. This access is sufficient to analyse the account and its performance. The account itself will not be handed over and remains the intellectual property of Your Easy Web Solutions.