



Authority Factory General T&Cs



Definitions

The Agreement, as varied from time to time, applies to all sales of goods and the provision of all services by the Supplier to the Client pursuant to the Agreement, together with any non-excludable conditions and warranties expressed by law, constitutes the entire agreement between the parties.

- “Agreement” means these terms and conditions herewith.
- “Client” means the person and/or business described as the client within the “Client Details” area of the order form, proposal, Contract.
- “Authorisation” means the acceptance of the proposal using the online portal, making a payment or signing our paperwork / contract.
- “Business Day” means any day that is not a Saturday, Sunday or a public holiday in New South Wales;
- “Fees” means the Price together with any Additional Charges incurred by you relating in any way to this Agreement and the Services.
- “Bug” means any lack of function in the Services that is the direct result of a coding or designer or by Authority Factory;
- “Training” means the instruction of 1 person in the operation of the Services at AUTHORITY FACTORY offices, at an New South Wales agreed time and date.
- “Website” means your website designed, built and hosted pursuant to this Agreement.
- “Scope” means the document entitled “Scope” provided by Authority Factory to the Client and which describes the Services Authority Factory offers to perform for the Client pursuant to this Agreement.
- A “reasonable time frame” is within 12 months however shall be extended by client requests, amends or delays.
- “Intellectual Property” means the intellectual property attaching to the Services including copyright, patents, trademarks, design rights, domain names whether registrable or not and whether registered or not.

Definitions Continued

“Confidential Information” means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought to reasonably be considered to be confidential based on its context, nature or the manner of its disclosure, but excluding:

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- Information that is in the public domain other than by a breach of this Agreement; and
- Information developed independently by a third party.

Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Scope.

- “Price” means the fees outlined by Authority Factory.
- “You” and “Your” means the Client named within the “Client Details” area.
- “Our”, “Us”, “Authority Factory” and “We” means the “Supplier” Authority Factory Pty Ltd, ACN 602 058 739 and associated brands and businesses.
- “Notice of completion” means a notice in writing, given by the Authority Factory to the Client advising that the goods or services subject of the Contract have been provided completed by the Supplier.

Offers

You are engaging Authority Factory to provide the Services as defined in the “Contract”. To accept our offer to provide the Services you must accept the offer of Authority Factory using the online acceptance system or sign our paperwork or pay either the agreed Deposit / Initial Payment or agree to a payment schedule (any of these acts, individually or combined is considered “Acceptance”).

If Acceptance does not take place within 28 days from the date the document is provided to you, then our offer to provide the Services will expire without further notice to you. This may be extended by mutual agreement

Services

Authority Factory will produce the chosen services to the specifications contained in the Scope (herein referred to as “the Services”) our services offered include:

- Graphic Design / Web Design;
- Software Development;
- Website Development;
- Search Engine Optimisation;
- Content Writing & Marketing;
- iPhone App Design and Development;
- Google AdWords / PPC Services
- Conversion Rate Optimisation;
- Email Marketing;
- Product Launch Consulting;
- Joint Venture Broking;
- Affiliate Marketing Optimisation;
- Domain Name Acquisition;
- Hosting;
- Technical Support;
- Training;
- Consultancy.
- Conversion Tracking;

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Price

You agree to pay Authority Factory the Price for the Services in accordance with the Contract. The Supplier may, at the cost of the Client, engage the services of a debt recovery agency to assist it, if payment is more than 7 days late.

The engagement of a debt recovery agency may result in your credit file being updated, having a negative impact on your credit history.

Authority Factory is retained to undertake the Services exclusively. No part of the Services may be undertaken by you or by any third party instructed by you.

Notices

All notices must be in writing and can be given by:

1. Registered post;
2. Email

A notice is deemed to be given and received:

- If delivered in accordance with clause 1, on the next Business Day after delivery;
- If sent in accordance with clause 2, in 5 Business Days after the day of posting;
- If delivered in accordance with clause 3, on the next Business Day after sending;

A Notice of Completion will be issued upon achieving a milestone and the relevant amount is due within 7 days.

The Client will inspect the goods and services provided by the Supplier within 7 days of receipt of a Notice of Completion and must within that period:

- Give the Supplier written notice of any matter by virtue of which the Client alleges that the goods or services are not in accordance with the Contract;
- Make payment of the Balance of the price. The Supplier shall have no obligation to rectify or replace any goods or services not in accordance with the Contract where notice is not given by the Client within seven days after the date of provision.

Breach & Termination

You will breach this Agreement upon:

- Failure to have provided content as required within 4 weeks of signing this agreement;
- Contravention of your obligations pursuant to Warranty Indemnity & Confidentiality terms previously listed;
- Termination of the Hosting;
- being unresponsive to our communication;
- Failure to conduct yourself in a professional manner;
- being rude or aggressive towards the Supplier;

CONDITIONS



- referring to any of our companies, brands, staff / agents on social media, forums, reviews or websites.

Authority Factory may terminate this Agreement upon the occurrence of any of the events described immediately above, where you have failed to remedy the breach within 14 days of notice.

In addition to these clauses, any party may terminate this Agreement by written notice to the other party if any of the following events has occurred in respect to the other party:

- A material breach of this Agreement which is not remediable or if the other party has not remedied within 14 days of written notice;
- An insolvency event occurs, other than an internal reconstruction with notice to the other party.

Upon termination:

The parties are immediately released from their obligations under this Agreement except those obligations contained within the Price, Additional Charges, Warranties & Indemnity clauses and any other obligations which by their nature survive termination;

- Each party retains the claims it may have against the other;
- You must immediately pay any outstanding Fees.

General Provisions

No party may assign or otherwise deal in any way with its rights under this Agreement without the prior written consent of the other party.

In regards to the production of the chosen Services, Time is not of the essence. The Services will be provided within a reasonable time frame as defined above. Nothing in this Agreement creates any relationship of partnership or agency between the parties.

If a provision is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions. Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

This Agreement and the Scope together form the entire agreement between the parties about its subject matter and supersedes all other representations, arrangements or agreements. Except as expressly set out in this Agreement or the Scope, no party has relied on any representation made by or on behalf of the other.

This Agreement may only be amended in writing signed by all the parties. Any rights under this Agreement may not be waived or varied except in writing signed by the party to be bound.

Unless otherwise expressly stated in the Contract, no waiver or relaxation in whole or in part of any of the terms and conditions of the Contract will be binding on the Supplier unless in writing and signed on by a Director. Any such waiver or relaxation shall be limited to the term or condition and occasion in question.

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A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that its failure is caused by an event beyond the control of that party (“Force Majeure”) provided that the party so affected keeps the other party closely informed and uses reasonable endeavours to rectify the situation.

Without limiting any other right to terminate under this Agreement, if Force Majeure affects a party’s performance under this Agreement for a period of more than 30 consecutive days, the other party may immediately terminate this Agreement by written notice.

General Provisions Continued

Any action or thing that falls due to be done on a day that is not a Business Day will fall due on the next Business Day. The law of New South Wales governs this Agreement and each party submits to the jurisdiction of the courts of New South Wales.

The Client agrees that there is no cooling off period and any monies debited or received are nonrefundable.

Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

Confidentiality

A party must not, without the prior written consent of the other party, use or disclose the other party’s Confidential Information unless expressly permitted by this Agreement or required to do so by law or regulatory authority.

Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party’s Confidential Information.

A party may:

- use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
- disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

Additional Charges

Subject to the Price, all work requested by you and undertaken by Authority Factory in addition to the Services will incur charges additional to the Price (“Additional Charges”);

- As at the date of this Agreement, the Additional Charges are \$120 / hour + GST;
- Minimum charge is half an hour;
- Except for agreed and quoted work.

Where the Supplier, at the request of the Client, provides services in addition to those specified in the Scope of Works, and no Price for those additional services has been agreed to by the parties in writing signed by them, the Supplier’s fee for those additional services shall be the number of hours (or part thereof) spent by each employee of the Supplier in providing those services multiplied by the Supplier’s hourly rate.



Intellectual Property

You authorise Authority Factory to display your Services in its portfolio, including but not limited to the portfolio displayed on <http://www.authorityfactory.net>, any of our partner websites including and media releases.

You also agree for a Authority Factory or our partners' logos to be placed on the footer of your website and hyperlinked to any of our websites with a "Do Follow" tag.

Subject to the full payment of the Price, the Intellectual Property shall be vested in you and Authority Factory thereupon assigns the Intellectual Property to you.

Indemnity

You hereby unconditionally and irrevocably agree to indemnify and keep indemnified Digital Monopoly, its officers, employees and agents against any and all actions, claims, demands, losses, liabilities or costs (including legal costs) that arise, or result from, or are connected in any way with the Services, the Hosting, including but not limited to the sale of any product or service via your Website, except to the extent to which it arises out of any breach by Authority Factory of this Agreement.

If the Client orders goods or services in its capacity as trustee of a trust, the Client warrants that it has full power and authority to accept goods and/or services under the Contract for the benefit of the trust, warrants that its right of indemnity against the trust property is unrestricted and will not be adversely affected by the Contract, agrees that it will be bound by the Contract both personally and in its capacity as trustee of the trust, acknowledges that its liability for indebtedness incurred while a trustee will apply even if it ceases to be trustee of the trust for any reason; and acknowledges that its liability will not be limited to the assets of the trust.

Limitation of Liability

Authority Factory excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages or loss.

To the full extent permitted by law, Authority Factory excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.

Authority Factory's total aggregate liability for all claims relating to this Agreement is limited to 35% of the Price and any Additional Charges incurred by you.

Each party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

The Supplier will not be liable to the Client for any loss or damage of any kind sustained by the Client as a consequence of any breach of the Supplier's obligations pursuant to the Contract. If failure to supply is caused by matters beyond the Supplier's reasonable control including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, inability to obtain necessary supplies and any other force majeure occurrence.

This Agreement is to be read subject to any legislation, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If



such legislation applies, to the extent possible, Authority Factory limits its liability in respect of any claim to, at

Authority Factory's option:

In the case of goods:

- The replacement of the goods or the supply of equivalent goods;
- The repair of the goods;
- Part payment of the sum chargeable by Authority Factory (without discount) if it supplied those goods to an unrelated third party; or
- Part payment of the sum chargeable by Authority Factory (without discount) if it repaired those goods for an unrelated third party, and

In the case of services:

- The supply of the services again; or
- Part payment of the sum chargeable by Authority Factory (without discount) if it supplied those services to an unrelated third party.

Warranties

Each party warrants that:

- The execution and delivery of this Agreement has been properly authorised;
- It has full corporate power to execute, deliver and perform its obligations under this Agreement;
- This Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy;
- This Agreement does not conflict with or result in the breach of or default under any provision of its constitution, or any material term or provision of any law or regulation to which it is a party or subject or by which it is bound;
- There are no actions, claims, proceedings or investigations pending or threatened against it or by it of which it is aware and which may have a material effect on the subject matter of this agreement.

In addition to the warranties above, Authority Factory warrants that:

- It will exercise reasonable skill, care and attention in providing the Services;
- The Services will not contain any viruses as at the date of activation;
- The Services will be compatible with Internet Explorer versions 7 to 8 and the latest versions of Mozilla Firefox, Google Chrome and Safari.

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- Other than in relation to material included in the Services by you or any third party from time to time, any use of the Services by you in accordance with this Agreement will not infringe the right of any party and will not breach any applicable law.

In addition you warrant that any material which you cause to be published, displayed or contained with the provided Services will not contain any illegal or unethical material or activity.

You warrant that you own copyright or have been granted copyright for all, text, images and materials used.

Web Design T&C's

Definitions

- “Bug” means any lack of function in the Services that is the direct result of a coding or design error by Authority Factory;
- “Training” means the instruction of 1 person in the operation of the Services at AUTHORITY FACTORY offices or via WebEx digital smart room meetings, at an agreed time and date.
- “Website” means your website designed, built and hosted pursuant to this Agreement.
- “Scope” means the document entitled “Scope” provided by Authority Factory to the Client and which describes the Services Authority Factory offers to perform for the Client pursuant to this Agreement.
- A “reasonable time frame” is within 12 months however shall be extended by client requests, amends or delays.

Bugs, Authority Factory will endeavor to rectify any Bugs of which Authority Factory receives written notice of, up until the expiration of 90 days from the date of activation of your Services.

Tweaks, amends or improvements in usability, functionality or design are not considered a bug; they are considered outside the original Scope and as such are billable at the standard hourly rate.

Authority Factory does not support or warrant any bugs derived from obsolete browsers such as Internet Explorer 6 and versions of other browsers that are more than two versions old.

Authority Factory shall do a reasonable level of testing of your services; however the Client is responsible to thoroughly test your Services for any Bugs during the warranty period.



Notices

Authority Factory will provide notices in the form of an invoice, when milestones are achieved.

Once the invoice is received, payment will be due within the stated period, generally 7 days. Notices will be provided for "Deposit", "Design Sign Off" and "Supply of Development Link", or as per the contract terms.

PPC T&C's

- Comply with all Google AdWords terms and conditions, which update regularly;
- There is a minimum 4 month term on all campaigns;
- You will not get direct access to the AdWords portal;
- You will not be provided with receipts from AdWords;
- We will not provide reports generated from AdWords, traffic data will be provided via Google Analytics;
- For cancellation of AdWords services, the client must provide 30 days written notice;
- After cancellation, you will forfeit any outstanding credit, it shall not be refunded under any circumstances;
- Any tracking telephone numbers remain our property.

SEO T&C's

Disclaimer

We make no guarantee the targeted phrases will move in a positive direction, especially if the targeted website has:

- Engaged in SEO previously;
- Has poor or duplicate content;
- Is on a SEO unfriendly content management system (CMS);
- If we cannot get access to your hosting and or CMS;
- Is suffering from a penalty, either automatic or manual from Google;
- Has an unnatural link profile;
- Is hosted on a slow or blacklisted server.

The standard term of an SEO contract is for 12 months. Any variations to a shorter contract period must be signed off by Authority Factory's management prior to the agreement being signed.

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Furthermore you should be aware that Google continually updates its search algorithm, which may have a negative impact on your rankings at any time; this does not release you from your contract.

We will endeavour to rectify any negative losses as quickly as we can but make no guarantees you will recover.

In rare instances we may have to move your website to a new domain to remove a penalty, you have to accept the change if we recommend this action.

Hosting T&C's

"Hosting" means 12 months' hosting by Authority Factory of the Services. The 12 months of the Hosting is calculated from the date of Activation of the services.

You may discontinue the Hosting at any time. To discontinue the Hosting it does not affect your liability to pay the Fees.

If you host your services elsewhere, Authority Factory will not warrant or support the services regardless the date of activation, you will have to resolve any issues with your new hosting provider.

When your Hosting is due renewal, you have seven days to pay it, failure to do so will result in suspension of your Hosting.

If your Hosting was paid annually, the renewal shall remain annually.

Authority Factory will not under any circumstances provide FTP or cPanel access to websites hosted on our servers. This is to protect the integrity of the hosting environment, ensure security and is not negotiable.

If you wish to move your website from Authority Factory's hosting environment, a backup of the website will be provided to you in electronic format, such as USB, Disc or Downloadable link.

It is the client's responsibility to provide notice to Technical Support and the Accounts Department once the site has successfully been moved to your new hosting environment. Until the notice has been provided to Technical Support and the Accounts Department, all fees for hosting will still be applicable.

Please contact senior management and we will see your requests make it to the correct places:

Director: josh@authorityfactory.net

Office Manager: cherry@authorityfactory.net



Debit T&C's

Initial Terms of the Arrangement

You hereby authorise Authority Factory Pty Ltd ACN 602 058 739 (**Direct Debit User ID: TO BE SUPPLIED**) to make periodic debits for Digital Services as indicated on the attached Direct Debit Request.

Debit Terms and Conditions

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Authority Factory Pty Ltd, (**Direct Debit User ID: TO BE SUPPLIED**)

("the Supplier") and you ("the Client"). It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance. Authority Factory Pty Ltd will keep your information about your nominated account at the financial institution private and confidential unless this information is required for the following reasons:

- For our financial institution to initiate the drawing of your nominated account.
- For our financial institution in relation to a dispute.
- As required by law.

Authority Factory Pty Ltd, will keep a record of the Direct Debit Authorisation for 7 years from the last Direct Debit date, in accordance with APCA's policies.

Drawing Arrangement

You acknowledge that the debit amount will be debited from your account according to the terms and conditions of the agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

You authorise the first drawing under this Debit Arrangement will occur on the day nominated under the Direct Debit Request. You acknowledge that there may be a delay in processing the initial debit and those thereafter if:

- There is a public or bank holiday on the day of the debit, or any day after the debit date;
- A payment request is received by Authority Factory Pty Ltd on a day that is not a banking business day in New South Wales;
- A payment request is received after normal Authority Factory Pty Ltd cut off times, being 3:00pm New South Wales time, Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next possible business day.

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Changes to the Arrangement or Initial Terms

You acknowledge that Authority Factory Pty Ltd is to provide at least 14 days' notice via email if it proposes to vary the initial terms of the arrangement that have been made.

This notice will state any changes to the amount, frequency, next drawing date and any other changes to the initial terms.

If the Client wishes to discuss any changes to the initial terms, please contact our Accounts department on 02 8960 7282 or email josh@authorityfactory.net

You acknowledge that you will contact the Business at least 7 working days prior to the next scheduled drawing date, if you wish to cancel, suspend, alter or defer any of the debit arrangements.

You acknowledge that any request by them to stop or cancel the debit arrangements will be subject to the terms and conditions of the contract or at the discretion of Authority Factory Pty Ltd.

If the Client wants to make changes to the drawing arrangements, contact the Accounts Department on 02 8960 7282 or email josh@authorityfactory.net
To cancel the Direct Debit Authority, the online Cancellation Form, found within your personalised

Dashboard must be submitted. The Accounts Department will refer you here; however they will be able to assist with providing further information.

The cancellation will be subject to approval by Authority Factory. Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

Disputes

You acknowledge that any disputed debit payments will be directed to the Accounts Department on 02 8960 7282 or email josh@authorityfactory.net

The Accounts Department at Authority Factory Pty Ltd will endeavor to resolve the matter directly with you & provide evidence to support the drawing.

You will receive a refund of the drawing amount to the account the money was originally debited from, if Authority Factory cannot substantiate the reason for the drawing.

If you do not receive a satisfactory response from Authority Factory Pty Ltd to your dispute, you agree to contact your financial institution. The Financial Institution will respond with an answer:

- Within 5 business days (for claims lodged within 12 months of the disputed drawing); or
- Within 30 business days (for claims lodged more than 12 months after the disputed drawing)

(Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.)



Responsibilities of the Client

You acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and you will contact your financial institution if you are uncertain of the accuracy of these details.

You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honored on the debit date.

Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution.

Accordingly, you acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, You agree that Authority Factory Pty Ltd will not be held responsible for any fees and charges that may be charged by either your financial institution or ours.

You acknowledge and agree it is your responsibility to ensure your nominated accounts can accept direct debits through the Bulk Electronic Clearing System (BECS).

You acknowledge and agree to advise Authority Factory Pty Ltd if the nominated account is transferred or closed. You agree to contact your Financial Institution if you need to confirm these points.

You acknowledge that if a debit is returned by your financial institution as unpaid, a failed payment fee is payable by you to Authority Factory Pty Ltd.

You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Authority Factory Pty Ltd.

You authorise Authority Factory Pty Ltd to attempt to re-process any unsuccessful payments after 3 business days. If the payment remains unsuccessful after 14 days, you authorise Authority Factory Pty Ltd to suspend all services, pending payment.

Cancellations

Cancellation Requests will only be acknowledged by Authority Factory if submitted using the online Cancellation Form, found within the clients personalised Dashboard. Cancellation Requests will not be acknowledged if submitted by phone or email.

Cancellation Requests must be authorised by the Managing Director of the Supplier or an authorised agent. Cancellation of the Direct Debit Authority does not affect your liability to pay the fees in full under the contract and will require approval by authorised agents of the Supplier.

CONDITIONS



HAVE ANY MORE QUESTIONS?

CONTACT US

02 8960 7282

josh@authorityfactory.net

contact@authorityfactory.net

<http://www.authorityfactory.net>