

Chalk n Cheese Digital Limited Terms of Business

We have set our terms and conditions in 3 key sections:

- A. Some key important Preliminary Terms;
- B. Our General Terms – these apply to all of our Services (see clauses 4 onwards below); and
- C. Our Service Specific Terms – these apply only to those Specific Services which you elect to purchase in addition to the Base Service (see Part C below).

A. Preliminary Terms – Important!

By registering with us, or otherwise using any of our Services or our website, you acknowledge and accept that:

1. You have read and understood these terms, and have the authority to accept them as (or on behalf of) you our customer;
2. You will be purchasing our Services solely for your business purposes, as that is what our Services are intended for. In addition, you acknowledge that:
 - a. If you are an end purchaser of goods or services promoted by Chalk n Cheese Digital customers via our Services, then the supply concerned is made directly and solely from the Chalk n Cheese Digital concerned and not from Chalk n Cheese Digital; and
 - b. Chalk n Cheese Digital does not supply financial products or related financial advisory services, and that our Services are strictly limited to the scope of our Digital Products and related marketing Services as described in these terms and conditions.
3. Any Personal Information you supply to us will be governed by our Privacy Policy.
4. Commencement: These terms and conditions apply from the date you register to use any of our Services, or our website, until the date these terms and conditions terminate under clauses 5 to 12 below.
5. Your term: a. If you have purchased Chalk n Cheese Digital AdWords, Chalk n Cheese Digital SEO or Chalk n Cheese Digital Facebook Ads services or one or more Specific Services, then you agree to purchase those services for a two month minimum contract term. After the minimum contract term, you may request to cancel in writing and we will terminate the contract after one billing cycle. Typically, 30 days.
6. Agent: By using the Chalk n Cheese Digital Limited services, products and/or Chalk n Cheese Digital platform you are requesting Chalk n Cheese Digital Limited to act as your agent to perform a range of tasks including research, analysis, design, creative, media placement, managing and updating listings and postings, reporting etc, which may include using a range of 3rd party sources.
7. Automatic renewal unless you terminate: Your services with Chalk n Cheese Digital will continue in perpetuity until cancelled. Cancellation of the services you choose to terminate will take effect one billing cycle from the date that you notify Chalk n Cheese Digital with your request to cancel. This request must be received in writing.
8. Sales Order / Service Change Requests: Following your acceptance of a Sales Order, you may choose to upgrade or change one or more Services contained in that Sales Order but only if we agree at our sole discretion to that change at that time, in which case we may issue a new Sales Order to apply if / when accepted by you. Variations so as to decrease an amount previously agreed by you in a Sales Order will take effect 30 calendar days following the date of your next monthly invoice.
9. Breach: If either party is in material breach of this agreement at any time (the “breaching party”), then the other party (the “other party”) may give notice to the breaching party setting out the details of the alleged material breach and requiring the breaching party to remedy the breach within 14 (fourteen) days. If the breaching party fails to remedy that breach within that period then the other party may immediately, at any time afterwards, terminate this agreement by sending written notice of termination to the breaching party. Non-payment by you as customer of any sum due and payable to us will be deemed to be “material”.

10. Suspension by us: We may suspend the provision of any Services to you immediately at any time if we have reasonable grounds to suspect that a breach of this agreement has occurred or is likely to occur. We will endeavour to notify you as soon as possible. This clause does not limit our other rights under this agreement, including as stated in clause 23.

11. Liquidation: If either party goes into liquidation, then the other party may immediately, at any time afterwards, terminate this agreement by sending written notice of termination to the party in liquidation.

12. After termination: If this agreement terminates for any reason: a. we will cease performing any further Services for you; b. each party will retain the rights and obligations it had under this agreement as at termination, including your obligation to pay us all current and future amounts due under all Sales Orders for the remainder of the Term that would have applied under clause 22 below; Except in the case of a material breach, which will follow the process set out in clause 10 above. In this situation, all current spend and spend during the remedy and written notice period will be payable. c. we will be entitled to retain possession of all of Your Content (and you may not have access to any of it) until you have paid us in full, provided that this restriction does not apply to any personal information under our Privacy Policy; d. you must immediately cease using our Digital Products, and we may immediately terminate your access to those; e. your Chalk n Cheese Digital Account will be 'frozen' or suspended from further use unless and until a renewed agreement between you and us eventuates (if that occurs); and f. All links from our Digital Products and our related systems to any third party sites such as Facebook and Google will immediately terminate. g. Chalk n Cheese Digital Websites: If you wish to end your website contract (on conclusion of the 12 month term) and have your website transferred to you, Chalk n Cheese Digital can provide you with a zipped copy of your website files free of charge, which can be used by your developer to enable a new website.

13. Chalk n Cheese Digital Managed Campaign: Our rights: In relation to any of our Services, we may do one or more of the following at any time:

- a. ask you to amend (or we may amend) any aspect of Your Content so that it complies with advertising standards or so that it otherwise complies with our Production Specifications and other requirements;
- b. determine the category(s) within which Your Content will appear within our Services;
- c. determine the placement of Your Content within those categories (and in relation to the placement of third party advertisements or other content within those categories);
- d. ask you to substantiate any claims about your business, organisation, products or services that you make in. Your Content, but without limiting clause 18 below;
- e. revise any aspect of Your Content in order to meet requirements of Facebook, Google or any other third party platform provider; f. refuse to accept or publish (or cancel or remove) Your Content if there is a failure to comply with this clause or this agreement at any time; or g. engage any third party supplier to supply or assist us with supplying some or all of the relevant Service to you provided that we remain liable to you at all times, and although we will endeavour to contact you in advance, we may need to do any of the above things without prior notice to you.

Price and Payment

14. Price: The Price for the Services you purchase will be as stated in the Sales Order we provide to you. You will be deemed to have accepted a Sales Order if you use the relevant Service as stated in the Sales Order. You agree to pay us the Prices as stated in that Sales Order, on time in accordance with clause 14. All Prices and any other fees and charges are in New Zealand dollars and exclude GST unless we state otherwise in the relevant Sales Order. You must pay us all applicable GST at the same time the Price is due for payment.

15. Variable Prices / Third Party Pricing: Some Services (such as Facebook and Google advertising) may use a variable pricing model. Those (or other) third parties we engage with as part of the Services you have purchased may vary their prices and other charges to us in any way from time to time. We cannot control that, and so if that occurs, we will be entitled to charge you for all such third party price variations, and you agree to pay such charges.

16. Suspension Request: You may request that one or more of the Services you are purchasing be suspended for a limited period and restarted without incurring an additional set up charge. All such requests are subject to our prior written approval, which may or may not be provided (at our discretion) or with conditions attached. Even if we approve, some payments by you may still need to continue for that Service, which we would explain at that time. Suspension of any services will take effect 30 calendar days following the date of your next monthly invoice.

17. Non-standard rates (discounts): If we have agreed in our Sales Order to charge you a fixed price (or a non rate card price) for a defined period of time, then, at the end of the applicable period, and for the remainder of your current Term and any renewed Term, you will be charged full rate card price for that Service. The maximum period of time available for non-standard or discounted prices is 12 months.

18. Payment: The required method of payment or any payment options available will be set out in your Sales Order. If a Service uses an up-front payment model, you will be charged the entire amount for that Service in advance. If a Service uses a subscription payment model, you will be charged in regular instalments for that Service. Instalments are usually monthly (payable in advance), but sometimes other periods are available as may be set out in the Sales Order. Subscription amounts are payable for each period in advance, from the day of the Sales Order being signed, and then on the same date each month afterwards. The first payment is generally taken within 48 hours of signing the Sales Order, and we will not be required to start performing the relevant Service(s) until the first (or only) advance payment has been received by us in respect of that Service.

19. Credit Information: You accept that we may use any information which you supply to us, to undertake any credit checks required on you or your business before and after services will be or have been provided to you with any third party credit agency which we consider necessary. We reserve the right to require payment in full in advance from customers who we consider do not meet our credit criteria, prior to providing any Services to such customers.

20. Default: All amounts due and payable by you must be paid in full without set-off, counterclaim or any deduction whatsoever on or before that due date. If any payment due remains unpaid after its due date, we may invoke any of our rights under clauses 23 to 25, and we may also charge you interest at the rate of 18% (eighteen percent) per annum on all sums overdue, from the due date to the date all such amounts are paid in full. We will also be entitled to charge you for all of our costs of recovery, including our legal fees. You also agree to pay any costs of recovery including legal fees that are charged by our Debt Recovery Agency should the amount outstanding be passed to an agency for recovery. You also accept that this may affect your credit rating for up to a minimum of 5 years.

21. Invoices: We will send you an electronic invoice by email for all amounts we are entitled to invoice you for.

22. By accepting these terms & conditions you agree that you shall not: a. use any Chalk n Cheese Digital services, products for any purpose that is improper, unlawful, or to post, share or transmit any material that (i) is defamatory, offensive, obscene or otherwise objectionable. (ii) is in breach of confidence or privacy of any third party's rights including copyright, trademark or other intellectual property rights; (iii) is posted, shared or transmitted for the purpose of advertising or promoting yourself or any third party; or (iv) is misleading or misrepresents your identity or which in any way suggests that you are sponsored, affiliated or connected with Chalk n Cheese Digital. b. use the Chalk n Cheese Digital services, products for any public or commercial purpose in any manner which may cause damage to Chalk n Cheese Digital or bring Chalk n Cheese Digital into disrepute.

23. In addition to your other obligations as stated in these terms, you must:

- a. Comply with our terms, conditions and policies required by third party suppliers, search engines, platforms and social media channels we use.
- b. provide us with any of Your Content as required for any Service within any time frames we may state, or otherwise in a prompt and timely manner, as failure to do so may cause us to withdraw you from that particular Service even though you may remain liable for some or all of the related charges, or may cause us to reschedule the timing;
- c. make sure that Your Content as supplied to us or our associated third parties in connection with our Service:
 - is compatible with our Production Specifications;
 - is complete and accurate and is not misleading or confusing, this includes any representations about the product or service you are promoting, or claims about your business or organisation and your membership of any business or trade associations;
 - is either owned by you or you have the rights to provide it, use it, and make it available for use and distribution by us as part of the relevant Service;
 - does not infringe anyone else's intellectual property, privacy rights, or other rights and is not defamatory, offensive or obscene; and
 - complies with all relevant laws, regulations, codes and standards in relation to the relevant products or services, and does not breach any unsafe goods notice;
- d. not cause, permit or allow any damage, interference with, or other harm to our Digital Products, including our website, or any network or system underlying or connecting to them, or make any attempt to do so;
- e. not use a robot, spider, scraper or other unauthorised automated means to access our products or our website or any information featured on them for any purpose
- f. co-operate with our staff and comply with their reasonable requests from time to time in a timely manner, including in relating to the approval of Content, test website links, the provision of logins, information and images as requested. Our Digital Products and related Intellectual Property Matters

24. Our Digital Products: Our Digital Products and other Intellectual Property we own will remain owned by us or our third party licensors as the case may be at all times. At no time during or after this agreement terminates will you obtain any proprietary interest in relation to any of these items we own. You merely obtain a limited, non-exclusive license to use those of our Digital Products which we allow you to purchase the right to use as part of the Service, within the scope, duration and intended use requirements as stated in this agreement or as otherwise communicated by us to you from time to time.

25. No copying etc: You must not attempt to copy in any way, or reverse engineer, decompile, or otherwise misuse any of our Digital Products at any time. You must not use our name, trademarks, brands or logos in any way without our prior written consent.

26. Purchased Content: With regard to Purchased Content (i.e. Content purchased by you from us):

a. you will become the owner of that Content but only once you have paid us in full for all charges associated with the creation and supply of that content and related services (i.e. to a final useable state) in accordance with the relevant Sales Order(s). From the time of creation of any Purchased Content until the time you have paid us in full as per this clause, we will be the sole legal and beneficial owner of all such Purchased Content; and

b. you are solely responsible for registering any ownership to the associated Intellectual Property at your cost (when you have full legal title), and you acknowledge and accept that we cannot and do not warrant that any such Content will be supplied to you free of any third party claims, whether at the time of delivery to you or at any time in the future.

c. You agree to allow us to use any of your Purchased Content and any other items from Your Content in the 'ShowCase' section of our website, for the purpose of promoting these digital assets (without further charge to you) for other current or prospective customers of ours to view, and which will involve some without charge promotion of your business – and all done in a manner, timing, categories and approach as we may reasonably determine from time to time, and without any fees or charges being payable by us to you. Your Content and related Intellectual Property Matters

27. Third party intellectual property: Chalk n Cheese Digital may present information to you from third party sources in various digital formats. This includes copy, images, logos, designs, links etc. Wherever a third party holds intellectual property in material presented by Chalk n Cheese Digital, the property remains with that party.

28. Your Content: Your Content, as supplied by you to us, remains owned by you or your third party licensors as the case may be at all times. At no time during or after this agreement terminates will we obtain any proprietary interest in relation to any of these items you own. However, we may prevent or restrict your access to some or all such Content until you have paid all fees and charges owing to us in respect of any Service we supply to you. We merely obtain a limited, non-exclusive license to use Your Content for the purpose of supplying the Services which you request, to you.

29. Warranty: You warrant to us that our use of Your Content in accordance with this agreement will not result in any claim against us or any of our associated third party suppliers at any time. If any such claim does arise, and without limiting our other rights and remedies, we may immediately cease using (and may take down or remove) any of Your Content which we believe relates to any such claim. Privacy, Security & Confidentiality

30. Privacy: As stated in Part A of these terms, any Personal Information associated with you or any person within your organisation that is provided to us, is governed by the terms of our Privacy Policy.

31. Security: Our Digital Products are supplied using some of the latest technology, including in relation to the security of the data you supply to us. However, as many of our Services are supplied using the Internet, and as the Internet is widely acknowledged as being insecure, we are unable to guarantee that all your data as supplied to us will be kept safe and secure all of the time even though we will use all reasonable endeavours to do so, and will comply with the applicable law in this regard too. We may also use third party hosting or other service suppliers to receive, store and process your data as part of the delivery of our Services to you. You confirm that this is acceptable.

32. Confidential Information: We accept that certain information which you supply to us is not intended for public viewing or use ("Confidential Information"). That information obviously excludes any of Your Content which is intended to be promoted or other published online as we agree with you. You accept that we, including our officers, employees, contractors, have the right to view and use your Confidential Information (which may include Personal Information) for the purpose of supplying those Services to you which you have ordered, or for administering your account with us or in relation to this agreement. Any information which you receive from us and which is not in the public domain must be treated as confidential information by you, and must not be disclosed or otherwise used by you (other than for your own internal business purposes in relation to this agreement) without our prior written consent. Exclusions, Limitations & Indemnities

33. Indemnification: You shall indemnify, defend and hold Chalk n Cheese Digital, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or Chalk n Cheese Digital in connection with any claim, action or proceeding (any and all of which are "Claims") by a third party arising out of your use of the Chalk n Cheese Digital services or products in any manner that breaches this Agreement or otherwise arising out of materials or technology presented to you by Chalk n Cheese Digital.

34. Exclusions: We will not be liable to you in any way for any indirect or consequential loss, or any loss of profits, revenue, or loss of data or other Content, or for any breach of this agreement by us due to an event or circumstance which is beyond our reasonable control. While we will do our best to optimise your results based on a range of techniques, we can't guarantee your search position, rates of engagement, the number of clicks, impressions, leads or return on investment that any campaign delivers. Any projected business growth related forecast that may be provided by us from time to time is a non-binding forecast only. You must seek independent financial, tax, legal and other professional services advice in respect of your desired business goals, plans and projections.

35. Exclusions: Due to the inherent uncertainties associated with providing any services online via the Internet and related computer systems, we are unable to guarantee that our Services will be supplied uninterrupted and fault free at all times. You accept this.

36. Use of Third Parties: We may, as part of the Services, supply you with links to, or data from third party suppliers. Although we will take reasonable steps to ensure the accuracy and completeness of such links and data, we are not liable for any error, inaccuracy or omission in relation to such items.

37. Entire Agreement: This agreement (and the terms of any Sales Order(s) accepted by you) constitutes the entire agreement between you and us. No other terms apply. All representations which may have been made by either you or us before these terms were agreed, and all other provisions which may otherwise be implied into this agreement by operation of law, are excluded from this agreement but only to the extent permitted by law. In particular, due to your acceptance that both parties have entered into this agreement solely for business purposes, both parties agree to exclude the operation of sections 9, 12A, 13, or 14(1) of the Fair Trading Act 1986, and also the Consumer Guarantees Act 1993 (to the extent they might otherwise apply). Both parties acknowledge and confirm that these exclusions are fair and reasonable to both parties in the context of this agreement.

38. Indemnity for breach: You agree to indemnify us and our officers, employees, and contractors (together the "Indemnified Parties") and hold them jointly and severally harmless against all loss, damage, cost or expense which any of the Indemnified Parties suffers or incurs as a result of a breach of these terms and conditions (or our Privacy Policy, or other related terms and conditions) by you or any employee, contractor or agent engaged by you.

B. General

39. Variations: We may vary the terms of this agreement so as to apply when your term is renewed under clause 22, or at any time if we are doing so for all of our customers who purchase the relevant Service. We will send you an email in advance if we do this. You agree to accept all such variations subject to your right to not renew (when applicable) as stated in clause 22. Right to change term: Chalk n Cheese Digital in its sole discretion reserves the right to introduce a minimum term period of any other Specific Service you may purchase at any time. Notification of any intended minimum term period will be advised in writing to you and will take effect no sooner than 30 calendar days following the date of your next monthly invoice.

40. Disputes: If either you or us has any issues or concerns about this agreement or our wider business relationship, we agree to set those concerns out reasonably, in an email to the other party, after which we must use all reasonable endeavours to discuss or meet to try to resolve the issue amicably. This step must be taken before any other legal action is taken by either party, other than in respect of any monies owing by you to us, or in respect of any urgent interlocutory relief.

41. Relationship: Unless expressly stated otherwise in these terms, we are not your agent and nor are you our agent. Both parties enter into this agreement as independent contractors.

42. No Assignment: You must not assign any of your rights or obligations under this agreement to any third party without our prior written consent. We may assign our rights or obligations under this agreement to any third party of substance who purchases the whole or a substantial part of our business at any time. We may do so without prior notice to you, or the need to obtain your consent. We will be released from all liability to you from the date of any such assignment by us.

43. Severance: If any of these terms are held to be invalid, unenforceable or illegal for any reason by a competent court or tribunal, the remaining terms will continue in full force and effect.

44. Governing Law & Forum: This agreement is governed by the laws of New Zealand and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand.

45. No waiver: No failure or delay on the part of either party to exercise any right or remedy under this agreement is a waiver of such right or remedy unless it is in writing and signed by the party purporting to waive its rights.

46. Priority: If there is any conflict between the provisions of this agreement and any Sales Order, the provisions of the Sales Order will prevail.

Defined Terms

47. The following terms used in this agreement have the following meanings:

- a) Business Day means any day in Auckland other than a Saturday, Sunday or Public Holiday.
- b) Content includes text, graphical or other data in any form, and also includes logos, other designs, photos, sound and video recordings.
- c) Digital Products means the SaaS software, apps, online tools and templates, and other digital products, or other Content or Intellectual Property which we (or our licensors) own, and which we allow you to use in accordance with the terms of this agreement.
- d) Intellectual Property includes copyright, trademarks, designs, patents, know how, confidential information or any other intellectual property as exists anywhere in the world at any time.
- e) Personal Information has the meaning as given in the Privacy Act 1993.
- f) Price means our price and other charges for supplying one or more Services to you, as set out in a Sales Order.
- g) Privacy Policy means our Privacy Policy as updated from time to time and found on our website .
- h) Production Specifications means the various Service production requirements (e.g. Content form or layout) for each particular Service which we specify from time to time.
- i) Purchased Content means Content which you request us to create or otherwise generate for you as part of one or more of the Services and which is described or referenced in a Sales Order, but excludes all Digital Products.
- j) Services means any Specific Services purchased by you from time to time.
- k) Sales Order means an electronic (or paper) sales order generated by us (either by one of our Account Managers or Sales Reps) for the purchase of one or more of our Specific Services by you, and which is accepted by you.
- l) Term means the duration of this agreement as determined in accordance with clauses 19 to 25 (inclusive).
- m) We/our/us means Chalk n Cheese Digital Limited.
- n) Website means our website at chalkncheesedigital.co.nz or any other websites that we may create and make available to you from time to time.
- o) You/your means the person, company, partnership or other legal entity accessing or using our website, Digital Products and Services, and includes their executors, administrators, successors and permitted assigns.
- p) Your Content means Content which you or your nominated third party provider creates, generates or otherwise sends to us for use as part of any of the Services.

C. Service Specific Terms Important

The provisions set out in this Part C are in addition to those set out in Parts A and B above. If you haven't already, you should read and consider Parts A and B carefully. We may want to change the terms in this Part C from time to time, so keep an eye out, as we will publish our amended terms and conditions on our website. Continuing to use or receive our products and services will mean that you agree to our changes.

Chalk n Cheese Digital websites Note:

The terms below are in addition to those terms in Parts A and B above:

What we'll provide;

- A WordPress based website with a 6 page initial setup, including copy and SEO meta data (title & meta description). 1 dynamic contact form (up to 5 fields included), 1 gallery (pre populated with up to 10 images provided by client), 1 image slider, social media icons and links, 1 sidebar widget area, 1 footer widget area and an embedded video. You can add an unlimited number of additional pages yourself via the content management system (CMS). Any extra functionality or plugins may incur an additional charge and will need to be reviewed initially by Chalk n Cheese Digital.
- An email address for your business to use for the duration of the contract period (up to 2 email addresses).
- Professional copywriting and design service. Chalk n Cheese website designs are based on a choice of standard templates only. We will build your website as per the agreed template.
- Website hosting for the term of this agreement, including 1 domain name for your business registered for 12 months and 12 months SSL Certificate.
- Editor access to a password protected content management system (CMS) to help you update your website. You may add, delete and edit the content as well as pages and posts on your website. Adding or editing plugins, themes and custom functionality to your website can cause technical issues and may be considered a breach of agreement to terms of trade.
- A one off 30-minute screen share tutorial on how to use the CMS.
- Google Analytics tool to help you monitor the effectiveness of your website.

What you need to do:

- Provide copy and images (stock photography can be sourced at an additional cost) in a timely manner as requested by us.
- The professionally written, SEO optimised copy will need to be approved in a timely manner, as requested by us. Two rounds of alterations are included. Any further changes will incur an additional charge.
- You must approve the design mock-up (in a timely manner as requested by us), before development of the site itself begins. Two rounds of alterations are included. Any further changes will incur an additional charge.
- Approve website test link in a timely manner as requested by us.
- Provide details/instruction regarding the domain name in a timely manner as requested by us.

Ownership

- If you wish to end your website contract (on conclusion of the 12 month term) and have your website transferred to you, Chalk n Cheese Digital can provide you with a zipped copy of your website files free of charge, which can be used by your developer to enable a new website.
- All plugins and themes used on your website are licensed directly to Chalk n Cheese and cannot be transferred.

Chalk n Cheese Digital E-Commerce Website Note:

The terms below are in addition to those terms in Parts A and B above:

What we'll provide

- An online shopping platform. This includes the ability for your consumers to buy products listed in the store with a credit card via an online payment gateway. Chalk n Cheese uses PayPal, Payment Express or Poli pay as a payment gateway. You may incur additional costs if you choose to use a different payment gateway.
- Responsive Wordpress template with 10 products pre-populated. This includes product description, images and prices, (SE) metadata (title & meta description). You will have the ability to add more products yourself.
- Professional copywriting and design service. Chalk n Cheese Digital E-Commerce website designs are based on a choice of standard templates only. We will build your website as per the agreed template.
- The Chalk n Cheese Digital E-Commerce website product does not include integration with any stock management system by default.
- Website hosting, including 1 domain name for your business registered for 12 months and 12 month SSL Certificate.
- Shipping set up (fixed rates).
- Category tree set up.
- Editor access to a password protected content management system (CMS) to help you update your website. You may add, delete and edit the content as well as pages and posts on your website. Adding or editing plugins, themes and custom functionality to your website can cause technical issues and may be considered a breach of agreement to terms of trade.
- WordPress dashboard customisation.
- A one off 30-minute screen share tutorial on how to use the CMS.
- Google Analytics tool to help you monitor the effectiveness of your website.
- Helpdesk support.
- Backup functionality included (customer can make personal backups before altering anything via the CMS).

What you need to do:

- Provide copy and images (stock photography can be sourced at an additional cost) in a timely manner as requested by us.
- The professionally written, SEO optimised copy will need to be approved in a timely manner, as requested by us. Two rounds of alterations are included. Any further changes will incur an additional charge.
- You must approve the provided design mock-up of the shop category page, before development of the site itself begins. Two rounds of alterations are included. Any further changes will incur an additional charge.
- Approve website test link in a timely manner as requested by us.
- Provide details/instruction regarding the domain name in a timely manner as requested by us.
- For the Paypal, Poli pay or Payment Express integration, we will need you to sign up to an account and provide us with the email address related to that account. In some occasions we will need the actual login details to configure Paypal.

Ownership

- If you wish to end your website contract (on conclusion of the 12 month term) and have your website transferred to you, Chalk n Cheese Digital can provide you with a zipped copy of your website files free of charge, which can be used by your developer to enable a new website.
- All plugins and themes used on your website are licensed directly to Chalk n Cheese Digital and cannot be transferred.

Google Advertising (Google AdWords Search, Google AdWords Display, Google AdWords Video, Google Shopping)

Note: The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- We'll set up your Google AdWords and/or Google Display and/or YouTube advertising campaigns.
- We will set up conversion tracking which means we will create a Google Tag Manager (GTM) code and a Google Analytics code if you don't already have one.
- Once your advertising campaign is up and running, we'll then modify and optimise it as the campaign runs, to try to deliver the best traffic for your spend.
- We'll do our best to keep you notified of any changes or instructions from Google that affect you, but you agree that we're not responsible for any of Google's decisions or the way Google runs the Google AdWords programme. While we will do our best to optimise your results, we can't guarantee your Google AdWords search position or the number of clicks, impressions, leads, that a campaign delivers.

What you need to do:

- If you already have Google Analytics, we need admin access to link your AdWords account to your Google Analytics account.
- You are only allowed one Google AdWords account (which includes AdWords search, AdWords display or AdWords for video) at any one time. So you can't sign up to our service if you already have a Google AdWords account that is currently active.
- You need to be aware of and agree that we need to pass certain information about you on to Google. This includes the information in the signup form, as well as your name, email, address and other contact information that we already hold about your business. By signing up, you agree that we can do this. We'll also keep a copy of this information in accordance with our privacy and security policy.
- We will create a Google Tag Manager (GTM) code This MUST be placed onto your site or landing page before we can set the campaign live either by you or your developer, or if it is our site then we will place this for you.
- You need to comply with Google's terms and conditions available online at <https://billing.google.com/payments/termsandconditionsfinder> as if you were a "Customer". This includes things like:
 - a. not advertising anything illegal.
 - b. granting Google the right to use your name and trademarks to advertise your business.
 - c. complying with Google's Editorial Guidelines, Trademark Guidelines and other policies (these are also available at <https://support.google.com/adwordspolicy/>). This includes Google's rules on advertising alcohol, gambling, fireworks and other restricted products and Services.
- You need to be aware Google also has rules about the content of any advertisement, and has a general right to reject or remove any advertisement, and update or change the Google AdWords programme at any time. And if Google tells us to do something, we will do it.

Ownership

- You "own" your Google Advertising advertisement or keywords. If you no longer want a Google AdWords advertising campaign from Chalk n Cheese Digital, we can help you transition this over to your new agency.
- Your products include the advertising spend paid to Google, and a management fee that we keep for setting up and managing your Google AdWords advertising campaign.
- The management fee is paid to Chalk n Cheese Digital and the Google portion is paid via your credit card directly to Google.
- It is your responsibility to ensure the credit card linked to your Google campaign is maintained and to update us if the credit card is cancelled. The Chalk n Cheese Digital Management fee for the campaign will still apply if the credit card is not maintained.
- Your fixed budget covers the cost-per-click we pay to Google, and a management fee that we keep for setting up and managing your Google AdWords advertising campaign. Please note: While we make best efforts to manage the campaign in line with your budget, exact spend with AdWords over any month will vary depending on the market conditions. In the event of over/underspend we will endeavour to adjust the spend accordingly to compensate. This spending adjustment will have a short term impact on performance. You agree to these service specific conditions.

Please note:

- While we make best efforts to manage the campaign in line with your budget, the exact spend with Google over any month will vary depending on the market conditions and the number of days in a month. In the event of over/underspend we will endeavour to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.
- Chalk n Cheese Digital might not be able to provide your Google AdWords advertising campaign for the full period. For example, Google might terminate the programme part way through a contracted term. If this happens, we'll refund you the proportional amount of the management fee for Google Advertising that you have already paid.

Chalk n Cheese Digital Call Tracking Note:

The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- Call tracking with Avanser (a third party vendor).
- An Avanser login in order to see reports.
- A daily report with all calls received in the last week.

What you need to do:

- You are responsible for ensuring that your PABX or other network equipment is programmed, as specified by Chalk n Cheese Digital or any carrier.
- You will reasonably cooperate with Chalk n Cheese Digital and any carrier involved in the provision of the Chalk n Cheese Digital Call Tracking service to allow Chalk n Cheese Digital (and any such carrier) to establish and supply the Call Tracking service safely and efficiently.
- You are required to notify callers if you have call recording enabled. We need to be satisfied with the timing and content of that caller notification.
- You will be responsible for updating code on your website with the required tags around each phone number that will be tracked. If this is not done then call tracking cannot go ahead.
- Any equipment at your premises used to provide Call Tracking services through another supplier may be disconnected upon transfer to Chalk n Cheese Digital. It is your responsibility to notify your current supplier of the change in provision of your services and to arrange forthwith the removal of any equipment.
- Chalk n Cheese Digital will charge you a fee for each successful or failed/rejected port-in of a landline telephone number. You should ensure that all complex services (including but not limited to line hunt, DSL, diversions, ISDN) are completely removed from the landline telephone number before requesting Chalk n Cheese Digital or its carrier to port-in the number. Failure to remove all complex services may result in the port-in being rejected by the incumbent carrier.

Important things you need to know about Chalk n Cheese Digital Call Tracking.

You acknowledge and agree that:

- Chalk n Cheese Digital Call Tracking is an inbound service and requires you to maintain a separate phone line and number.
- Chalk n Cheese Digital Call Tracking cannot and should not be used to make calls to emergency services.
- You may only use the telephone numbers allocated to you for the purposes of tracking Chalk n Cheese Digital advertising. If you use the telephone numbers for any other purpose (e.g. on business cards, letterheads, flyers, websites etc), then the Chalk n Cheese Digital Tracking function will cease to operate.

Chalk n Cheese Digital or any carrier supplying to Chalk n Cheese Digital may, at any point:

- Be required to intercept communications sent via the Chalk n Cheese Digital Call Tracking service; or
- Monitor usage of the Chalk n Cheese Digital Call Tracking services and communications sent over them;
- Chalk n Cheese Digital cannot guarantee that details about every call will be recorded with complete accuracy;
- You cannot use call logs provided with caller ID numbers for the purposes of soliciting;
- If you wish to use an existing number for tracking purposes, and redirect that number to a call tracking number assigned by Chalk n Cheese Digital/its carrier, you agree to meet any additional costs incurred with the redirection of your existing number to Chalk n Cheese Digital/its carrier; and you are liable for all calls made to your tracking number. Chalk n Cheese Digital/its carrier will not reimburse or not charge for missed calls, hang ups, hoax calls, wrong numbers, etc.
- You agree to reimburse Chalk n Cheese Digital at the set rate for any minutes you use in excess of those included in your monthly package.
- The number of minutes in a monthly package are for use within that month only, and do not 'roll over' into following months.
- All telephone numbers used and provided by Chalk n Cheese Digital in connection with the use of the service are registered to Chalk n Cheese Digital or its carrier and are provided for your use while you are a customer of the service. You acknowledge that you have no right, title or interest in any telephone numbers allocated to you by Chalk n Cheese Digital as part of the Chalk n Cheese Digital Call Tracking service. Although Chalk n Cheese Digital makes every attempt to ensure continued availability of telephone numbers, Chalk n Cheese Digital reserves the right to alter or replace any number as a result of compliance with any relevant legislation and in such case will notify you of any numbering change that will affect the Chalk n Cheese Call Tracking service supplied to you.
- You acknowledge and agree that Chalk n Cheese Digital has no control over how an underlying carrier supplies telephone numbers and telecommunication services. Chalk n Cheese Digital does not guarantee the call quality of the telephone number/s which may be subject to call quality issues such as call delay, line noise and other similar issues. Chalk n Cheese Digital will use its reasonable efforts to rectify call quality issues but makes no representation or warranty that it will be able to rectify such call qualities within a reasonable time or at all.
- Your use of the service is also subject to the General Terms and Conditions Applying to Phone Lead Alert, located at www.avanser.co.nz. We currently use Avanser as our provider. However we reserve the right to change providers.

Termination

When you end your contract for this service with Chalk n Cheese Digital you will no longer have access to any telephone number allocated to you.

In the event of termination of Chalk n Cheese Digital Call Tracker, if you wish to transfer the service to another supplier:

- you must specify such request to Chalk n Cheese Digital in writing;
- an administration fee will be payable to Chalk n Cheese Digital, as follows: a fee for each number that you request Chalk n Cheese Digital to transfer, and you will remain liable to Chalk n Cheese Digital and its associated suppliers for any charges billed or payable under the Agreement until such time as the provision of all services ceases.
- You acknowledge and agree that DDI landline numbers supplied (e.g. numbers such as (09) XXX-XXXX and (04) XXX-XXXX) cannot under any circumstances be transferred to another supplier.
- The provision of the Chalk n Cheese Call Tracker service ceases when your account is transferred to another supplier and the other supplier takes over full responsibility for the billing of the relevant services. With respect to any transfer described above, if, after the date of such transfer, Chalk n Cheese Digital becomes aware of any other charges which were duly incurred by you in relation to the transferred services at any time up to and including the date on which Chalk n Cheese ceased to provide the services, then you will, promptly upon receipt of Chalk n Cheese digital's invoice, pay to Chalk n Cheese Digital all such amounts.

Facebook Advertising Note:

The terms below are in addition to those terms in Parts A and B above:

What we'll provide:

- Chalk n Cheese Digital will place advertisements for your business on the Facebook platform on your behalf.
- Once your Chalk n Cheese Digital Facebook Advertising campaign is up and running, we'll then modify and optimise it to try to deliver the best traffic and interaction for your spend. While we will do our best to optimise your results, we do not provide any guarantees or warranties regarding the results of your Chalk n Cheese Digital Facebook Advertising campaign.
- Monthly reports.

What you need to do:

- Sign off content and images (where needed) in a timely manner as requested by us.
- Please be aware each social media site is governed by its own terms and conditions, which change from time to time.

When we create an account for you on Facebook we are acting as your agent and accept those terms and conditions on your behalf. Here are links to the terms and conditions of Facebook for your information:

- https://www.facebook.com/page_guidelines.php
- You agree to us using your password(s) for Facebook as your agent to the extent required to carry out the Chalk n Cheese Digital Social services and agree to make us admin of and give us access to your page.

Important information you need to know

- When you cancel Chalk n Cheese Digital Facebook Advertising we will then remove your advertisements from the Facebook Advertising programme as soon as reasonably possible after we get your termination notice and have verified that it is genuine.
- Chalk n Cheese Digital might not be able to provide your Facebook Advertising campaign for the full fixed term. For example, Facebook might terminate the programme part way through a term. If this happens, we'll refund you the proportional amount of the management fee for Google Advertising that you have already paid.
- You don't "own" your Facebook Advertising, advertisements or keywords. If you no longer want a Facebook advertising campaign from Chalk n Cheese Digital, we can transfer your Facebook advertisements, targeting lists or keywords to you. There is a packaging fee for this and it will still need to be set up by your new provider. Charges (Management Fee Product)
- Your products include the advertising spend paid to Facebook, and a management fee that we keep for setting up and managing your Facebook advertising campaign.
- The management fee is paid to Chalk n Cheese Digital and the Facebook portion is paid via your credit card directly to Facebook.
- It is your responsibility to ensure the credit card linked to your Facebook campaign is maintained and to update us if the credit card is cancelled. The Chalk n Cheese Digital Management fee for the campaign will still apply if the credit card is not maintained.
- Facebook will deduct your monthly spend off your credit card at the end of each month according to its terms and conditions. Charges (Legacy product)
- Your fixed budget covers the fees we pay to Facebook, and a management fee that we keep for setting up and managing your Chalk n Cheese Digital Facebook Advertising campaign. Usually 60% of your fixed budget will be spent on advertising with Facebook, unless we agree with you otherwise.

Please note:

- While we make best efforts to manage the campaign in line with your budget, the exact spend with Facebook over any month will vary depending on the market conditions and the number of days in a month. In the event of over/underspend we will endeavour to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.