DIGITAL BLAST TERMS AND CONDITIONS

1. DEFINITIONS

"Agreement" means these Terms and Conditions together with any invoice, proposal, or Service Agreement.

"Client" means the person or entity engaging Digital Blast's services.

"Services" means all digital marketing services provided by Digital Blast as described herein.

"Recurring Services" means subscription-based services including social media management, paid ads management, content creation, SEO, and Canva design.

"Lock-In Agreement" means a fixed-term service agreement for 6, 12, 18, or 24 months.

"Fees" means all charges for Services as specified in invoices or proposals.

2. SERVICES

2.1 Scope

Digital Blast provides digital marketing services including (but not limited to):

(a) **Website Design:** Non-e-commerce brochure websites (4-6 pages). Clients must complete design brief template available at www.digitalblast.com.au within reasonable time. Two (2) revision rounds included. E-commerce websites require separate agreement.
(b) **Paid Ads Management:** Campaign management across Google Ads, Meta, TikTok and similar platforms. Where Digital Blast provides assets, Client retains responsibility for briefing and approval (maximum 2 revision rounds). Digital Blast accepts no liability for content accuracy, legal compliance, or campaign results. Client may decline, pause, or request changes within reasonable timeframes.
(c) **Social Media Management:** Strategy coordination, content scheduling, and engagement. One (1) complimentary monthly Sydney Metro site visit (smartphone photography/videography). Fifteen (15) multimedia pieces provided monthly for approval.
(d) **SEO & Blogging:** SEO strategies and blog content management per SEO Guidelines at www.digitalblast.com.au.
(e) **Email and SMS Marketing:** Campaigns conducted in compliance with Spam Act 2003.
(f) **Photography and Videography:** Smartphone content creation with shared ownership. Digital Blast retains promotional rights.
(g) **Canva Template Designs:** Templates per Client brand guidelines or as requested.
(h) **Telemarketing:** Campaigns conducted in compliance with applicable laws.
(i) **Content Creation:** Still images via Canva; photo/video via smartphone edited using Lightroom, Canva, CapCut or similar. Adobe Suite available at additional cost.

3. ENGAGEMENT AND CONTINUITY OF SERVICES

3.1 Presumption of Ongoing Engagement

Client engagement in Recurring Services is presumed to be ongoing and continuous unless expressly designated as "ad hoc" or "trial basis" in writing at commencement. Client remains liable for Fees until proper cancellation notice is provided in accordance with clause 8.

3.2 Trial Period

Where Digital Blast offers a free trial period as a goodwill gesture, Client is deemed to accept ongoing Services unless written notice of non-continuation is provided at least seven (7) days prior to trial expiry. Failure to provide timely notice results in automatic conversion to paid Recurring Services under this Agreement.

3.3 Cooling-Off Period

Where offered by Digital Blast's sales agent, Client may exercise a seven (7) day cooling-off period from date of engagement. This Agreement becomes binding and enforceable on the eighth (8th) day unless Client provides written notice of withdrawal within the cooling-off period. Upon expiry of the cooling-off period without withdrawal, Client is bound by all terms including minimum engagement periods and cancellation provisions.

4. TIMELINE AND DELIVERY

Completion timeframes, schedules, and delivery dates vary by service type and are confirmed post-consultation, contingent upon Client responsiveness and timely provision of required materials. Digital Blast will use reasonable endeavours to meet agreed timeframes but does not guarantee delivery by specific dates unless expressly agreed in writing as a binding deadline.

4.1 Client Responsiveness

Digital Blast can only progress as quickly as Client provides responses to requests for data, logins, budget allocations, payment details, approvals, access to platforms, and other necessary information or materials. Delays in Client responses directly impact Service delivery timeframes. Digital Blast is not liable for delays caused by Client's failure to provide timely responses or required materials.

5. PAYMENT TERMS

5.1 Payment Obligation

Fees are payable upfront unless otherwise agreed. EFT payment available for non-recurring services (logo design, web design). Recurring Services require Direct Debit authorisation. All Fees are exclusive of GST unless stated otherwise.

5.2 Direct Debit

Managed via EziDebit. Bank transfer incurs no fees; credit card incurs 1.99% surcharge. Failed transactions incur $9.90 fee (automatically charged by EziDebit). Client remains liable for all arrears regardless of payment failure. Digital Blast may suspend Services for non-payment.

5.3 Additional Services

Services beyond agreed scope incur additional charges upon prior agreement.

5.4 Interest on Overdue Amounts

Overdue amounts accrue interest at five percent (5%) per annum calculated daily from due date until payment.

5.5 Debt Recovery

Client is liable for all costs associated with debt recovery including legal fees, collection agency fees, and court costs on a full indemnity basis.

5.6 Acceleration Upon Default

If Client defaults on any payment (including Direct Debit failure, missed instalment, or overdue invoice), Digital Blast may declare all remaining Fees immediately due and payable, including all minimum period Fees, Lock-In Agreement balances, and any other outstanding amounts.

5.7 No Set-Off

Client may not withhold, set-off, or deduct any amounts from Fees owed to Digital Blast for any reason, including alleged breaches, deficiencies, or counterclaims. All Fees must be paid in full when due. Client may pursue separate remedies for any disputes.

5.8 Advertising Budget Management and Client Monitoring Obligation

Third-party advertising platforms use average daily limits when setting ad spend budgets. As Client's agent, Digital Blast may spend more or less than allocated monthly budget in any given month, provided the average aligns over the agreed period (3, 6, 9, or 12 months). Monthly variance of up to ten percent (10%) is acceptable, with additional tolerance of ten percent (10%) for late-month budget changes, as platforms (including Google Ads) may spend up to double the daily limit on certain days whilst averaging over thirty (30) days. For engagements exceeding six (6) months, actual spend will align with allocated budget within twenty percent (20%) variance. Client is responsible for monitoring advertising expenditure through their own login access to third-party platforms and must notify Digital Blast promptly of any concerns regarding budget overspend. Digital Blast is not liable for any overspending regardless of amount or duration.

6. CLIENT OBLIGATIONS

6.1 Materials and Access

Client must provide: (a) logo and brand guidelines; (b) colour schemes and final copy; (c) platform access (social media, email marketing, etc.); (d) contact details; (e) IT access, logins, and permissions. Delays in provision delay Service delivery without liability to Digital Blast.

6.2 Web Hosting and Domain Names

Client must provide platform login details. Where Client has not registered domain/hosting, Digital Blast will register and manage until disengagement and full payment of all outstanding Fees. Digital Blast retains all registrar account access, domain control panel access, and administrative rights until full payment received. In disputes, Digital Blast may at its sole

discretion redirect domain as requested for up to three (3) months or until resolution, but is under no obligation to do so.

6.3 Legal Compliance

Client acknowledges sole responsibility for legal compliance including Spam Act 2003, Privacy Act 1988, Australian Consumer Law, advertising standards, and industry-specific regulations. Client is encouraged to seek independent legal advice.

6.4 Accuracy of Information

Client warrants all information, content, and materials provided to Digital Blast are accurate, current, and do not infringe third-party rights. Client indemnifies Digital Blast against claims arising from Client-provided content.

6.5 Blanket Approval and Liability Limitation

Where Client provides blanket approval, general authorisation, or instructs Digital Blast to "do whatever you think is best", "use your judgment", "you decide", or similar open-ended authority (whether verbally, in writing, or by conduct), Client acknowledges that:

(j) Digital Blast will exercise professional judgment in executing Services without specific prior approval for each deliverable, content piece, campaign, message, advertisement, targeting parameter, budget allocation, creative asset, business name, strategy, timeline, schedule, or work delivery time;
(k) Client accepts full responsibility and liability for all content, campaigns, and strategies executed under such blanket approval;
(l) Digital Blast is exercising its professional judgment in Client's best interests but cannot guarantee outcomes;
(m) Digital Blast is released from all liability for any negative results, errors, omissions, regulatory breaches, platform violations, reputational harm, or financial losses arising from work conducted under blanket approval;
(n) Client indemnifies Digital Blast against all third-party claims arising from content, campaigns, or strategies executed under blanket approval.

Digital Blast will exercise reasonable care and skill when operating under blanket approval and will act in good faith to maintain positive long-term relationships and achieve beneficial outcomes for Client and their customers. Client bears all risk associated with delegating approval authority. This authorisation remains in effect until Client revokes such authority in writing.

6.6 Post-Approval Amendments Under Blanket Approval

Client is encouraged to participate in the approval process and may request changes, edits, alterations, or strategic pivots at any stage. Where work has commenced under blanket approval and Digital Blast has incurred costs or allocated time, Digital Blast will accommodate requested amendments. However, Client may be subject to additional charges calculated at rates not exceeding Digital Blast's standard published pricing, with discounts typically applied based on service tier, relationship longevity, Client budget constraints, and other commercially reasonable factors. Digital Blast will provide written quotation for such amendments prior to

implementation, seeking to minimise costs in the interest of maintaining long-term collaboration. Additional time may be required to implement requested changes.

6.7 Client Approval and Authority

Where Client approves content, campaigns, or deliverables (whether verbally, in writing, via email, WhatsApp, SMS, or by silence after reasonable review period of forty-eight (48) hours or agreed timeframe), Client accepts full responsibility for such approved materials. Client warrants they have authority to approve all marketing materials and bind their organisation. Failure to respond to approval requests within the specified review period constitutes deemed approval.

6.8 Ostensible and Actual Authority

Where an employee, officer, manager, director, or representative of Client (whether authorised or ostensibly authorised) engages Digital Blast's Services, makes commitments, approves work, or provides instructions, Client organisation is bound by such actions regardless of whether such individual remains employed by or associated with Client. Client organisation remains liable for all Fees, minimum period commitments, Lock-In Agreements, and contractual obligations entered into by any person acting on Client's behalf or appearing to have authority to bind Client. Individual departure, termination, or disassociation does not terminate or reduce Client organisation's obligations under this Agreement. In particular, where any individual engages in correspondence with Digital Blast, approves work, or engages Services whilst using a corporate email address or otherwise representing themselves as acting for Client organisation, Digital Blast is entitled to presume such individual has actual authority to bind Client organisation, and this entire Agreement is effective and binding upon Client organisation.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

7.1 Transfer of Ownership

Upon full payment of all Fees, Client owns work produced. Digital Blast retains perpetual, irrevocable rights to use Client's name, logo, work produced, and case study details for portfolio, marketing, testimonials, and promotional purposes unless Client objects in writing prior to commencement. This right survives termination and cannot be revoked after commencement without mutual written agreement. No ownership transfers, login credentials provided, domain name transfers, hosting account access, social media account access, email hosting access, email marketing platform access, advertising account access, Canva account access, or materials released while any Fees remain outstanding, regardless of disputes.

7.2 Retention of Digital Assets and Accounts

Digital Blast may retain all work product, materials, login details, domain registrations, web hosting accounts, email hosting accounts, social media accounts (Facebook, Instagram, TikTok, LinkedIn, etc.), email marketing platform accounts, advertising accounts (Google Ads, Meta Business Manager, TikTok Ads Manager, etc.), Canva accounts and templates, SEO tool access, analytics accounts, and any other platforms, software accounts, digital assets, or intellectual property as security for unpaid Fees. Digital Blast has a lien over all work and digital assets (including domain names registered on Client's behalf and all platform accounts) until full payment received. Where Digital Blast has registered a domain name or established platform

accounts on behalf of Client, Digital Blast retains legal ownership and control until all outstanding Fees are paid in full, at which point Digital Blast will transfer ownership to Client or Client's nominated representative.

7.3 Security Interest in Digital Assets

Client acknowledges and agrees that where Digital Blast registers domain names, establishes social media accounts, creates advertising accounts, sets up email marketing platforms, configures hosting services, or manages any other digital accounts or platforms on Client's behalf, Digital Blast holds legal and beneficial ownership of such registrations, accounts, and access credentials as security for payment of all Fees. Client has no rights to such digital assets until full payment of all outstanding amounts. This security interest survives termination of this Agreement.

8. CONTRACT DURATION AND CANCELLATION

8.1 Minimum Engagement Period

Recurring Services require minimum three (3) months continuous engagement ("Teething Stage") for onboarding, preference establishment, content library development, and platform optimisation. Client may cancel thereafter with thirty (30) days written notice. Client remains liable for four (4) months total Fees (3-month minimum plus 1-month notice period).

8.2 Early Termination of Minimum Period

Digital Blast may waive or reduce notice period at sole discretion. Where termination occurs before completion of minimum three (3) month period, Client remains liable for all Fees through end of third month regardless of actual Service provision.

8.3 Lock-In Agreements

Clients may elect Lock-In Agreements (6, 12, 18, or 24 months) at discounted rates. Early termination incurs liquidated damages of 75% of remaining Fees. Digital Blast may negotiate reduced exit fees at sole discretion.

8.4 Termination for Cause

Digital Blast may terminate immediately without notice for: (a) non-payment; (b) breach of material term; (c) provision of false information; (d) conduct bringing Digital Blast into disrepute. Termination for cause does not relieve Client of payment obligations for Services rendered or minimum period Fees.

9. REFUNDS AND CANCELLATION FEES

9.1 No Refunds

No change-of-mind refunds unless pre-agreed in writing. Refunds available only where Services not provided and cannot be remedied after written Client notification. Digital Blast typically incurs costs (consultation, onboarding, IP sharing, subcontractors) upon engagement.

9.2 Change of Mind Cancellation

Client acknowledges that cancellation for "change of mind", "no longer required", "found alternative provider", "business decision", or similar non-breach reasons does not relieve Client of payment obligations for the minimum engagement period (3 months), Lock-In Agreement term, or any other contractual commitment. Client remains liable for all Fees through the end of the applicable minimum period or agreement term regardless of reason for cancellation.

9.3 Discounted Services

No early cancellation or refunds available where discounted services or packages apply. Acceptance may be verbal, written, or by conduct (provision of information, payment).

9.4 Lock-In Agreement Cancellation

Early termination of Lock-In Agreement incurs liquidated damages of 75% of remaining Fees, payable immediately. Failure to pay results in liability for 100% of remaining Fees plus debt recovery costs.

10. SCOPE AMENDMENTS AND VARIATIONS

Digital Blast accommodates informal communications (meetings, calls, WhatsApp, SMS) for convenience. While rigid paperwork is not required, Client is encouraged to request scope changes in writing. Digital Blast relies on communication records for dispute resolution. Post-facto claims contradicting prior communications are deemed bad faith.

10.1 Variations

Variations to scope may incur additional Fees. Digital Blast will remedy genuine service deficiencies where possible but is not liable for Client dissatisfaction arising from unclear or incomplete briefing.

11. LIABILITY AND INDEMNITY

11.1 Exclusion of Liability

To the maximum extent permitted by law, Digital Blast excludes all liability for:

(o) Indirect, consequential, or economic losses;
(p) Lost profits, revenue, business opportunity, or data;
(q) Business interruption or loss of goodwill;
(r) Campaign performance, advertising results, return on investment, or specific marketing outcomes;
(s) Third-party platform changes, algorithm updates, policy modifications, or account suspensions;
(t) Content or deliverables approved by Client;
(u) Any matter beyond Digital Blast's reasonable control.

11.2 Limitation of Liability

To the extent liability cannot be excluded:

(v) Digital Blast's total liability is limited to Fees paid by Client in the six (6) months immediately preceding the claim;
(w) If clause 11.2(a) is held invalid or unenforceable, Digital Blast's liability is limited to Fees paid by Client in the twelve (12) months immediately preceding the claim;
(x) If both clauses 11.2(a) and 11.2(b) are held invalid or unenforceable, Digital Blast's liability is limited to the total Fees paid by Client under this Agreement.

11.3 No Guarantee of Results

Digital Blast does not guarantee specific results, outcomes, metrics, search engine rankings, follower growth, engagement rates, conversion rates, sales, leads, or return on investment. All projections, estimates, or forecasts are provided in good faith but are not binding commitments. Results depend on numerous factors beyond Digital Blast's control including (but not limited to) market conditions, competition, platform algorithms, Client's business operations, industry dynamics, campaign strength, Client's brand equity, reputation, longevity, promotional offerings, timing of promotions, customer service quality, sales mechanisms, related technology for lead conversion, fulfilment capabilities, Client cooperation, and other variables.

11.4 Platform Compliance and Account Suspension

Digital Blast is not liable for suspension, termination, restriction, or adverse action affecting Client's accounts on third-party platforms (including Google, Meta, TikTok, email service providers, or any other platform) regardless of cause. Client acknowledges platform policies change without notice and Digital Blast cannot guarantee account status, advertising approval, or platform access. Client remains solely responsible for compliance with all platform policies and terms of service.

11.5 Third-Party Services and Subcontractors

Digital Blast may engage subcontractors, freelancers, designers, photo editors, video editors, copywriters, developers, agents, contractors, or third-party service providers to deliver Services. Digital Blast is not liable for acts, omissions, delays, or defects caused by third parties. Client acknowledges Digital Blast may act as agent in procuring certain third-party services or engaging third-party contractors (including stock images, premium tools, software subscriptions, freelance specialists, creative agencies, etc.) and any disputes with such providers or contractors are between Client and the relevant third party. Digital Blast will provide reasonable assistance with legitimate claims against third-party providers or contractors, including provision of supporting documentation where available and commercially reasonable.

11.6 Data Backup and Account Security

Client is responsible for maintaining independent backups of all content, materials, and data. Digital Blast is not liable for data loss, corruption, deletion, or unauthorised access to Client's accounts (including social media, email, hosting, advertising accounts) regardless of cause. Client should maintain their own passwords and account recovery methods. Digital Blast recommends Client use complex passwords, implement strong cybersecurity measures, and enable two-step authentication where possible.

11.7 Client Liability and Responsibility

Client is solely responsible for all legal issues, breaches, and regulatory compliance arising from Services. Client maintains ultimate responsibility for all deliverables requiring Client approval and input, including but not limited to advertising content, campaign targeting, messaging, and compliance with applicable laws.

11.8 Indemnity

Client indemnifies and holds harmless Digital Blast, its officers, employees, contractors, and agents against all claims, actions, proceedings, losses, damages, liabilities, costs, fines, penalties, and expenses (including legal fees on a full indemnity basis and costs of investigation, litigation, settlement, and judgment) arising directly or indirectly from: (a) Client-provided content, information, or materials, including but not limited to intellectual property infringement, defamation, privacy breaches, or misleading representations; (b) Client's breach of any term of this Agreement; (c) Client's illegal, negligent, fraudulent, or misleading acts or omissions; (d) third-party claims related to Services, content, campaigns, or strategies approved, authorised, or requested by Client; (e) Client's failure to comply with applicable laws, regulations, industry codes, or standards (including but not limited to Spam Act 2003, Privacy Act 1988, Australian Consumer Law, Competition and Consumer Act 2010, advertising standards, and platform policies); (f) regulatory investigations, audits, fines, penalties, or sanctions arising from Client's business operations, including but not limited to liquor licensing breaches, food safety violations, workplace health and safety issues, employment disputes, environmental compliance failures, intellectual property disputes, taxation matters, or other operational compliance matters; (g) domain name disputes, trademark conflicts, or passing-off claims; (h) Digital Blast's authorised use of Client's social media accounts, advertising accounts, email platforms, or other digital assets as instructed or approved by Client. This indemnity is a continuing obligation independent of Client's other obligations and survives termination of this Agreement.

12. CONFIDENTIALITY AND DATA SECURITY

12.1 Confidential Information

Both parties agree to maintain confidentiality of all proprietary information including: (a) business strategies, marketing plans, and trade secrets; (b) financial information and pricing; (c) customer databases and contact lists; (d) login credentials and passwords for all platforms; (e) payment card details and banking information; (f) intellectual property and creative concepts; (g) any information marked confidential or that would reasonably be considered confidential.

12.2 Digital Blast's Confidentiality Obligations

Digital Blast agrees to: (a) keep all Client login credentials, payment information, and sensitive data strictly confidential; (b) not disclose Client information to third parties except as expressly permitted under clause 12.3; (c) implement reasonable security measures to protect Client data; (d) not use Client information for any purpose other than providing Services under this Agreement.

12.3 Permitted Disclosure

Digital Blast may disclose Client confidential information only to the following parties and only to the extent necessary for the specified purposes:

(y) Digital Blast employees, contractors, and staff who require access to perform Services, provided such persons are bound by equivalent confidentiality obligations;

(z) Third-party service providers and subcontractors (including designers, photo editors, video editors, copywriters, developers, creative specialists, etc.) solely to the extent necessary to deliver specific Services, provided such parties are bound by equivalent confidentiality obligations;

(aa) Payment processors and financial institutions solely for processing Client payments;

(bb) Legal or regulatory authorities where disclosure is required by law, court order, or regulatory demand;

(cc) Debt collection agencies or legal advisors solely in connection with debt recovery or enforcement of this Agreement;

(dd) Third-party platforms (Google, Meta, email service providers, hosting platforms, etc.) where Client's login credentials, data, or information must necessarily be entered or transmitted to manage Client's accounts and deliver Services.

12.4 Client Acknowledgment of Shared Access

Client acknowledges and accepts that: (a) Digital Blast staff and authorised subcontractors will have access to Client's social media accounts, advertising accounts, email platforms, hosting accounts, Canva accounts, and other platforms to perform Services; (b) such access may include viewing Client's payment methods, audience data, customer information, and business analytics; (c) Digital Blast cannot guarantee absolute security of login credentials or data, though will implement reasonable safeguards; (d) Client is responsible for maintaining independent backups of all sensitive data.

12.5 Use of Aggregated Data

Digital Blast may collect and use aggregated, anonymised data derived from Client campaigns (e.g., industry benchmarks, performance metrics) for internal analysis, service improvement, and marketing insights, provided no Client-identifying information is disclosed. Client consents to such use of anonymised data.

12.6 Survival

Confidentiality obligations survive termination of this Agreement indefinitely, except for information that becomes publicly available through no fault of the receiving party.

12.7 Exclusions

Confidential information does not include information that: (a) was already known to the receiving party before disclosure; (b) is or becomes publicly available other than through breach of this Agreement; (c) is independently developed by the receiving party without use of confidential information; (d) is required to be disclosed by law or court order.

13. DISPUTE RESOLUTION

Prior to commencing legal proceedings, parties agree to negotiate in good faith for thirty (30) days. If unresolved, parties may pursue mediation before litigation. This clause does not prevent Digital Blast from seeking urgent injunctive relief or debt recovery.

13.1 Legal Costs

In any dispute or debt recovery action, the prevailing party is entitled to recover legal costs on a full indemnity basis.

14. GENERAL PROVISIONS

14.1 Severability

If any provision is held invalid or unenforceable, it shall be severed and remaining provisions continue in full force. Invalid provisions shall be replaced with valid provisions achieving the original commercial intent to the maximum extent permitted by law.

14.2 Waiver

Failure to enforce any provision does not constitute waiver. No waiver is effective unless in writing signed by Digital Blast.

14.3 Assignment

Client may not assign or transfer this Agreement without Digital Blast's prior written consent. Digital Blast may assign this Agreement to any related entity or successor.

14.4 Force Majeure

Neither party is liable for failure to perform obligations due to circumstances beyond reasonable control including natural disasters, pandemics, government actions, or telecommunications failures. Affected party must notify the other promptly.

14.5 Notices

All notices must be in writing and delivered via email to the address last provided by each party. Notices are deemed received when sent by email.

14.6 Amendments

Amendments published periodically at www.digitalblast.com.au/terms. Minor changes implemented without notice. Material contradictory changes require written notification and permit mutual cancellation negotiation.

14.7 Entire Agreement

This Agreement constitutes the entire agreement between parties and supersedes all prior agreements, representations, and understandings. No oral representations bind Digital Blast unless incorporated in writing.

14.8 Execution and Formation

This Agreement becomes binding upon: (a) Client payment of invoice; (b) completion of Direct Debit authorisation; (c) commencement of Services; or (d) expiry of cooling-off period (if applicable), whichever occurs first.

14.9 Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. Parties submit to the exclusive jurisdiction of the courts of New South Wales.

14.10 Survival

Clauses relating to payment obligations (including minimum period Fees, cancellation fees, and Lock-In Agreement balances), confidentiality, liability, indemnity, intellectual property, domain name retention, digital asset retention, portfolio rights, dispute resolution, and all other business activities conducted by Digital Blast survive termination of this Agreement indefinitely.

15. ACKNOWLEDGMENT

Client acknowledges having read, understood, and agreed to be bound by these Terms and Conditions. Client confirms authority to bind their organisation (if applicable) to this Agreement.