

Credit Card Payment / Direct Debit Authority (preferred):

I Authorise Digital Eagles (ABN = 47 607 487 481) to proceed with the services as agreed to deduct the fees so detailed from my credit card or nominated financial institution at the commencement of each period of service (payment in advance) and for each period until the service duration has been completed or cancelled, with 30 days notice.

Invoice Supplied (above \$5,000 per month)

Digital Eagle Pty Ltd agreed to supply an invoice for services as detailed. I (The client) agrees to make payment of total invoice amount by the due date noted. I (The Client) understand that if payment is not made by the due date my campaign will be halted.

Terms and conditions:

General:

- Digital Eagles (DE) will not initiate the services outlined in this authority document until this authority document has been approved and payment for services has been made (either by credit card / direct debit facility provided or other means).
- Upon receipt of this approved authorisation, DE will initiate the services as outlined and arrange to debit the initial fee for services as prescribed.
- Where this document is returned after the proposed commencement date, the commencement date will still become the commencement date (assuming services started on the commencement date). If services started after the commencement date listed, then the date that services started will be the commencement date.
- All fees as outlined will be collected through Commonwealth Bank of Australia merchant and direct debit facilities.
- With all Google campaigns, call tracking will be provided. By approving this authority, the client agrees that it has elected to implement call recording services understands that calls to the business acquired from the services may be recorded.

Ongoing fees:

- DE will collect fees at the commencement of the prescribed periods until the cessation of the services as outlined.
- Fee collection will occur up to, but not earlier than seven (7) business days prior to the service period.
- In the event that the service period commences on a weekend, fee collection may be delayed until after the commencement date at the sole discretion of DE.

Rights and Obligations:

- DE will not provide any details contained within this document to any third party without your express permission to do so, or where a legal obligation exists to do so.
- Should you wish to alter the terms of this agreement then a written request (via info@digitaleagles.com.au) must be provided to DE not after 14 days prior to the date that service alterations are being requested. A request for service alteration does not constitute agreement to do so by DE.
- Should you have any queries or concerns at all please forward these to DE directly, using either one of the contact details above, or by contacting your Account Manager directly.
- It is expected that you will maintain sufficient funds available on the nominated credit card or nominated financial institution to allow the agreed payment arrangements as prescribed above to take place. Failure to do so may see additional fees applied.
- You may change your credit card details by completing a Credit Card Authorisation form, available on request. Alteration requests must be provided to accounts not later than 14 days prior to the next scheduled date for service payment. Acceptance of altered details is not confirmed until you have received written notice of this from DE.

Cancellation:

- Clients may cancel services by completing – Campaign Cancellation. This form is available from the clients account manager or directly from Digital Eagles accounts by emailing a request to accounts@digitaleagles.com.au.
- Cancellation will not take place until receipt of the cancellation request and requests must be provided not less than 30 days prior to the requested date of cancellation.

Disputes:

- If you believe that a fee has been charged incorrectly we request you to bring this to the attention of DE either on the contact details above or directly through your service consultant. Where a dispute is lodged DE will investigate the issue and advise in writing within two business days.
- Should a payment have been withdrawn incorrectly then this can be refunded or applied to a future service transaction at your discretion.
- If you are unhappy with any dispute outcome we recommend that you then contact your financial institution to investigate the matter further.

Disclaimers (Review Generation Software Customers Only)

- The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted on the Site or in connection with the Service, whether posted or caused by users of the Site, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service.
- The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.
- THE SITE, THE SERVICE (INCLUDING THE MOBILE SERVICES, AND THE SHARE SERVICE), ANY PLATFORM APPLICATIONS AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE AND/OR ANY PLATFORM APPLICATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.
- The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services and Platform Applications offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

Agreement to proceed:

I Authorise Digital Eagles (ABN = 47 607 487 481) to proceed with the services as detailed in the email, by replying with **“approved”** or **“please proceed”** you are agreeing to the minimum term and the minimum monthly marketing retainer.

To cancel the campaign you must email Digital Eagles on info@digitaleagles.com.au with written notice of 30 days.