



MARKETING SERVICES TERMS AND CONDITIONS

These Terms and Conditions apply when engaging the services of OB Digital Limited (OB Digital Limited, we, and us). The Client (you and your) means the person, company, or other entity buying the goods or services from OB Digital Limited. You agree that these Terms and Conditions (Agreement) and any subsequent terms and conditions issued by OB Digital Limited will apply to all proposals agreed between you and us.

OVERALL SERVICES

1. Client Acknowledgements: You acknowledge and agree:

1.1. Quotes and estimates provided by OB Digital Limited exclude GST. 1.1. OB Digital Limited may use work developed for you, as well as your company name and logo(s), in its promotional material, in the context of marketing its portfolio of work and clients. 1.2. OB Digital Limited endeavours to be thorough in checking all data before production, however you hold the ultimate responsibility for signing off all proofs as complete and ready for final delivery of the services. Once you have signed off on a proof, OB Digital Limited is not liable for any additional charges or costs that may occur due to errors.

2. Client Responsibilities: For the purposes of providing services, you agree:

2.1. To authorise OB Digital Limited to edit content on your website, including by not limited to: creating new pages, new content, changing meta tags, title tags, creating and changing images, editing code, and any other changes for the purpose of fulfilling the services you have requested. 2.2. You will identify clearly to OB Digital Limited the approval process required, if any, when OB Digital Limited makes changes to content on the Client's websites, including websites and applications the client uses to create and share content or to participate in social networking (Client's website(s)). If no approval process is specified, OB Digital Limited will act in good faith when making website changes and will seek verbal or written approval for changes it, in its sole discretion, deems you should be consulted on.

3. Intellectual Property Liability:

3.1. You represent and warrant that any elements of text, graphics, photos, designs, trademarks, or other artwork provided to OB Digital for inclusion on the website(s) are owned by you, or that you have received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Digital Limited and its subcontractors from any liability or suit arising from the use of such elements. 3.2. If you intentionally or unintentionally include the names of your competitors or trademarked terms in your website or advertising, you do so at your own risk and accept all liability associated with such action. Without limiting the above, OB Digital may, but is not obliged to, at any time and in its sole discretion, remove competitor names or trademarked terms

from advertising campaigns 3.3. AI-Assisted Content: Some content may be drafted using AI tools under OB Digital Limited's supervision. All content is reviewed before delivery, but the Client holds final responsibility for accuracy and approval provided.

4. Fees: You agree to pay OB Digital Limited all fee(s) for services provided.

4.1. Payments are due according to the terms specified on each invoice. If terms are omitted from any invoice, that invoice is due 20 days after the end of the month the invoice is dated for. 4.2. Setup Fees are due before the specified work begins. 4.3. OB Digital Limited reserves the right to delay starting work or to pause existing work if a payment is overdue. When payment is made, the normal work process will resume. 4.4. OB Digital Limited reserves the right to refer any unpaid account to a Debt Collection Agency. Once the matter has been referred to a Debt Collection Agency, you will be liable for all collection fees including the Agency fees and commission(s) OB Digital Limited pays for this service. 4.5. Client Delays - If a project is delayed by more than 30 days due to the Client (e.g., waiting on feedback, content, or approvals), OB Digital Limited reserves the right to: (a) invoice for completed work to date; (b) pause or reprioritise the project; (c) apply a reactivation fee if and when the project is resumed. Project management fees may continue to apply during any period of inactivity unless agreed otherwise. 4.6 Refunds - All fees paid to OB Digital Limited are non-refundable, unless agreed in writing. 4.7. Billing Cycle - OB Digital Limited typically issues invoices at the start of each month, with payment due within 30 days. This cycle applies unless otherwise specified in a project proposal or agreement.

5. Copyright:

5.1. All artwork, writing, designs, graphics and photographs that are created by OB Digital Limited are and will remain the property of OB Digital Limited and will be protected under New Zealand copyright laws until the Client has settled all outstanding fees and accounts. At that time, the Client will assume ownership of the material, unless the work carries a © copyright notice for OB Digital Limited or some other party, or where different copyright terms have been agreed to in writing. 5.2. All code developed or provided by OB Digital Limited (including but not limited to HTML, CSS, PHP, SQL) is the property of OB Digital and protected under New Zealand copyright laws. When the Client has settled all outstanding fees and accounts, the Client is granted a non-exclusive licence to use that code for its business. 5.3. Design Files - Final deliverables are provided in formats suitable for use (e.g., PDF, PNG, HTML). Working files (e.g., Canva, Figma, Adobe source files) remain the property of OB Digital Limited unless agreed otherwise and may incur an additional fee to supply.

ORDERING SERVICES

6. Placing an Order: You acknowledge and agree that: 6.1. Services can be ordered from OB Digital Limited through a variety of methods including, but not limited to: a signed Proposal, order forms or quotes, email requests, online Proposal acceptance and verbal requests (Proposal). 6.2. Where a fixed quote (or Proposal) is not provided for a services OB Digital Limited will track time spent on the work and charge an hourly rate.

7. Cancellation of Services Before Completion: 7.1. Once a signed Proposal has been accepted by OB Digital Limited, you will be responsible for full payment of all Fees specified on the Proposal. If you cancel the services for any reason before completion (other than because of OB Digital Limited's material breach of this Agreement or under your rights in clause 8.5), all Fees specified will be immediately due and payable. If a Minimum Term is specified for any service, the Fees for the remaining Minimum Term will be immediately due and payable. 7.2. For any work undertaken where a Proposal has not been approved, or where one has been approved but the work is to be charged at an hourly rate, if you decide to cancel the requested work before completion, you must give notice of cancellation in writing. OB Digital Limited will reconcile the hours worked and will be entitled to payment for all outstanding Fees within 7 days. 7.3. Post-Launch Support OB Digital Limited provides a 14-day post-launch support window to fix minor bugs or errors. Any structural changes, new requests, or edits outside the original scope will be quoted separately. 7.4. Changes to Approved Work Once a deliverable has been approved, any significant changes or reversals will be considered out of scope and charged at OB Digital Limited's standard hourly rate.

8. Termination of Recurring Fees: You acknowledge and agree that: 8.1. Recurring services include any service where a fee is recurring, such as, but not limited to, website hosting, Search Engine Optimisation Services (SEO Services), online advertising campaigns, or domain renewal. The recurrence may be monthly, bimonthly, quarterly, half-yearly, annually, or any other frequency, for a defined fixed, or Minimum Term. 8.2. The recurring services supplied by OB Digital Limited may have a term stated on the Proposal. 8.3. Where the term is a Fixed Term, the services automatically terminate when the term is complete. 8.4. Where the term is a Minimum Term, or no term is stated, you must give written notice to OB Digital Limited to terminate the services. The final day that the services will be provided (Termination Date) will be either the last day of the Minimum Term, or the last day of the month following the month the notice was received, whichever is later. 8.5. If any service is designated as having an Early Termination Option, or if the quote states that we will not hold you to the Minimum Term, you can cancel the service before the Minimum Term, without needing to pay for the remainder of the Minimum Term, and with no other financial penalty, provided that (i) You are genuinely dissatisfied with either the results or OB Digital Limited's performance of the service; (ii) You discuss your dissatisfaction with OB Digital Limited verbally; (iii) You then give OB Digital Limited at least 21 days to fix the areas in which you are dissatisfied, and (iv) if, at the end of that period you are still genuinely dissatisfied, you give OB Digital Limited 7 days written notice that the services are to be terminated. The effect of this clause 8.5 is to supersede clause 8.1. 8.6. Services are terminable by the Client only in accordance with the above provisions (clauses 8.1 – 8.5), or because of OB Digital's material breach of this Agreement. 8.7. OB Digital Limited may terminate this Agreement and access to the services, with or without cause of any type or nature, with 21 days' notice in writing to you. 8.8. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity

obligations, and confidentiality obligations) will so survive. In the event of any termination, you will remain liable for any amount due for services delivered by OB Digital Limited before the Termination Date. 8.9. You must pay all Fees that accrue before the Termination Date

SEO SERVICES

9. Client Acknowledgements for SEO Services: SEO Services are intended to provide your website with improved positioning in selected search engines. If engaging OB Digital Limited for SEO Services, you understand, acknowledge, and agree that: 9.1. OB Digital Limited has no control over the policies and ranking algorithms of search engines with respect to how they choose to rank websites in search results. 9.2. While it is unlikely that search engines will exclude a full site from search results, it is common for search engines to take some time before new websites are included in results, and, commonly, even established sites will not have all pages from the website included in search results. 9.3. OB Digital Limited makes no representations, warranties or guarantees of any kind as to the level of sales, purchases, clicks, sales leads, search engine rankings or other performance that you can expect from the SEO Services provided by OB Digital Limited. 9.4. Website search engine rankings can fluctuate from day to day and time to time, and between different users, because of ongoing changes in the ranking algorithms, SEO efforts made by the competitors, and other factors. 9.5. Newly edited websites may experience a temporary boost in ranking for some targeted keywords for a short period of time before the rankings settle to a lower level. This is known as the freshness boost effect. You acknowledge that if this happens to your site, the subsequent drop in rankings is not poor performance by OB Digital Limited and is instead a common occurrence beyond the control of OB Digital Limited. 9.6. For the duration of this Agreement, you agree not to engage any other SEO Services, whether one-off services or ongoing services, without written agreement from OB Digital Limited in advance. 9.7. OB Digital Limited is authorised to use all your logos, trademarks, website images, and the like, on your website and other websites, to create content that OB Digital Limited deems may be useful for search engine positioning and optimisation of your website(s). **10. Link Building:** To perform its SEO Services, OB Digital Limited builds links from a variety of websites to its clients' websites. In addition to public websites accessible by anyone, OB Digital Limited builds links from a collection of websites it calls the OB Digital Network. The OB Digital Limited network includes sites that OB Digital Limited owns, sites that OB Digital Limited has access to, and Client sites of OB Digital Limited. If engaging OB Digital Limited for SEO Services, you understand, acknowledge, and agree that: 10.1. Your website will receive links from other sites in the OB Digital Network. 10.2. Your website will join the OB Digital Limited Network, and as such, OB Digital Limited is permitted to add hyperlinks on your website that point to other websites, provided that: (i) No link is made to a direct competitor's website, without express written permission from you. (ii) The links are not created on any pages on your site that website visitors commonly view unless you give express permission. (iii) Only one subtle link is included in the footer of the site, which will not interfere with the user

experience of your website visitors and will point to the page(s) that contain these links to other sites. (iv) You can require any link to be removed that you choose. **11. Exclusivity:** For SEO Services, if any keywords are agreed to be Exclusive (Exclusive Keywords), a geographical region for this exclusivity (Exclusive Region) will be defined in writing. OB Digital warrants that it will not undertake any SEO Services for those Exclusive Keywords for any other company targeting the Exclusive Region, before termination of this Agreement.

ONLINE ADVERTISING SERVICES

12. Paid Online Advertising: Online Advertising Services refers to all online advertising that has a direct cost for clicks, impressions or inclusion, which OB Digital Limited organises and/or manages on your behalf. This includes, but is not limited to, Google Ads and Facebook advertising (Ads). For these Ads, you agree that: 12.1. You will agree with OB Digital Limited on a budget for spending on the campaign. The agreed budget for spending on the Ads can be changed at your discretion whenever you choose, through either verbal or email instruction to OB Digital Limited. OB Digital Limited will confirm with you when the changes will be applied. 12.2. OB Digital Limited will state clearly whether prices quoted include the cost of the Ads or whether it is only for management fees. If the costs of the Ads are not included, you will need to pay these directly to the companies that own the publishing networks, such as, but not limited to, Google and Facebook (Publishers). 12.3. Where OB Digital Limited prices include the costs of Ads, if the portion of Fees allocated for Ads spend is not fully spent in each period (to which the cost of Ads applies), the remaining amount will be added to the Ads spend allocated for the next period. If the Ads portion is overspent for a given period, the overspend is subtracted from the Ads spend allocated for the next period. 12.4. OB Digital Limited reserves the right to modify Ads, including the associated keywords, target geographies and Publishers, consistent with your objectives, at any time. 12.5. While OB Digital Limited will take all reasonable efforts to promote the various products and services that you have selected to promote, it makes no guarantee – financial or otherwise – that all such products and services will be advertised, particularly if advertising all such products and services would result in exceeding the campaign budget you have set. 12.6. You may select certain individual words or word phrases (Keywords) to be used in the campaign. While OB Digital Limited will take all reasonable efforts to promote these Keywords via the Publishers, it makes no guarantee – financial or otherwise – that all Keywords will be advertised, particularly if advertising all Keywords would result in exceeding the campaign budget or produce low-quality results. OB Digital Limited is permitted to choose Keywords to add to the campaigns that it believes may benefit you. 12.7. You agree that the rules for displaying Ads when certain Keywords are entered by a user at a Publisher are controlled by the Publisher and, as such, you agree that OB Digital Limited makes no guarantee – financial or otherwise – about when or where Ads will be displayed when certain Keywords are entered by a user at a Publisher. 12.8. You agree that, while OB Digital Limited will use its best efforts to place Ads in the target geographies specified by you, OB Digital Limited does not control the system that displays the Ads and, as such, cannot guarantee that your Ads will only or primarily be displayed to people in the target

geographies. You acknowledge that Publishers may use varying means to detect where people are located when determining whether to display an Ad, including, but not limited to: (i) IP targeting; (ii) user registration information; and (iii) geographic search queries made by the user. 12.9. Upon termination of online advertising services, any advertising accounts that have been created by OB Digital Limited remain the property of OB Digital Limited, as do any landing pages created in the OB Digital Limited landing page system.

OTHER IMPORTANT LEGAL STUFF

13. Indemnification: You, the Client, agree to defend, indemnify and hold OB Digital Limited, its sub-contractors, partners, and the respective directors, officers and employees of each, harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable legal fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the services, except to the extent the foregoing directly result from OB Digital Limited's own gross negligence or wilful misconduct. OB Digital Limited reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, the Client.

14 General:

14.1. If any provision of this Agreement will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. 14.2. This Agreement and the relationship between you and OB Digital Limited will be governed by the laws of New Zealand. Any action by either party hereto arising out of or in connection with this Agreement or the Service will be brought in a court of competent jurisdiction located in New Zealand. 14.3. Nothing in this Agreement gives rise to or is intended to give rise to a relationship between OB Digital Limited and you of employee and employer, principal and agent or partnership. 14.4. The provisions of the Agreement will be binding upon and will inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns. 14.5. You may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of OB Digital Limited. 14.6. OB Digital Limited reserves the right to assign subcontractors to services. 14.7. No waiver by either party of any default will be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement. 14.8. No provision of this Agreement will be interpreted against any party because such party or its legal representative drafted such provision.

15. Limited Liability: In no event will OB Digital Limited be liable to you for any indirect, special, exemplary or consequential damages, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance, lost profits, whether or not foreseeable or alleged to be based on breach of warranty, contract, negligence or strict liability, arising under this Agreement, loss of data, or any performance under this Agreement, even if such party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy provided herein. OB Digital Limited makes no warranty of any kind,

whether express or implied, about any third-party products, third-party content or any software, equipment, or hardware obtained from third parties.

16. Confidentiality: The parties agree to hold each other's proprietary or confidential information in strict confidence. Proprietary or Confidential Information will include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, notes, or financial information. Proprietary or Confidential Information will not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information

By accepting the quote for the work described through the online tool OB Digital uses, you are accepting these terms and conditions. These T&C's apply to all past, current, and future work unless superseded by a new agreement.

available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information will remain the sole and exclusive property of that party.

17. Force Majeure: Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimise the impact of the event.