



TERMS AND CONDITIONS

The following terms and conditions apply to sales of LocalConnect. LocalConnect is a social media advertising, content marketing and website development service (Services) provided by Fetch Plus Pty Limited.

1. SERVICES & COMMENCEMENT

1.1 LocalConnect will provide the Services identified in the initial authorisation provided by the client to LOCALCONNECT by phone and as confirmed in the Tax Invoice provided by LOCALCONNECT to the client at the request of client. Subject to the terms and conditions of the initial authorisation and these terms, the LocalConnect Services will be delivered in accordance with any specifications or requirements set forth in the initial authorisation and Tax Invoice.

1.2 Services will commence within 30 days of the date of acceptance of the authorisation by LOCALCONNECT.

2. ACCEPTANCE OF TERMS

2.1 By authorising the purchase, as per the phone authorisation, the client agrees to be bound by the terms of the authorisation by phone, these terms as well as LOCALCONNECT's advertising rules, product guidelines or other rules and policies which apply to the service, as applicable.

3. TERM OF CONTRACT

3.1 The contract commences on the date the authorisation is accepted by LOCALCONNECT as confirmed by the initial Tax Invoice issued at the request of client by LOCALCONNECT, and the initial term of that contract is 12 months (unless otherwise specified).

3.2 After the initial contracted term of 12 months (unless otherwise specified), the contract will be automatically extended on a month by month basis unless and until it is terminated.

4. CLIENT CONTENT (AD LISTINGS AND WEBSITES)

4.1 The client is responsible for providing LOCALCONNECT with content for the LocalConnect Services purchased, including but not limited to the client's logo, ad listing and website copy and links to any existing social media pages or websites. The client will be prompted by LocalConnect to provide such content and once received; LocalConnect will set up services on the client's behalf. In the event that a client does not have such content, LocalConnect will assist the client to create this where possible.

4.2 The client shall receive a proof of all services including ad listings, Facebook microsites and websites created in connection with services detailed in the phone authorisation and Tax Invoice. Upon sales management approval, LocalConnect Services will be published.

4.3 LOCALCONNECT makes no representation or warranty that any ad listing, website or other services will not be similar to, or resemble, any other ad listing, website or other services that is produced by LOCALCONNECT, LocalConnect or any other party.

4.4 The client grants LOCALCONNECT a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, use, reproduce, modify, adapt and sub-licence the client content. The client warrants that it has the right and authority to grant LOCALCONNECT the licence referred to in this clause.

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4.5 LOCALCONNECT will endeavour to take reasonable care of the client content in its custody and control, but will not be responsible for any loss or damage to client content (even if caused by LOCALCONNECT or LocalConnect's negligence).

4.6 LOCALCONNECT may in its sole discretion publish the client content under the region, category or keyword heading that it determines is most appropriate and determine the utilisation of all keywords, categories, and search criteria used to describe or categorise an ad listing or website for all purposes relating to the LocalConnect. Categories and keyword headings are for the convenience of users and are determined at the discretion of LOCALCONNECT and LocalConnect.

4.7 With respect to any products and services LOCALCONNECT has the right in its sole discretion to determine the placement and vary the presentation of any product purchased by the client (such as format, design, placement, order and position). With respect to any services, LOCALCONNECT does not guarantee the results of any such service purchased by the client.

4.8 LOCALCONNECT will endeavour to notify the Client of any such matters detailed in clauses 4.6 and 4.7 which differ from the initial authorisation and Tax Invoice. However, LOCALCONNECT will not be liable for any costs, expenses, losses or damages suffered or incurred by an client arising from LOCALCONNECT's failure to publish client content in accordance with the client's authorisation and Tax Invoice.

4.9 LOCALCONNECT reserves the right to reject and/or not to distribute (as applicable) at any time, any LocalConnect Service requested by the client that, in the discretion of LOCALCONNECT is illegal, defamatory, offensive, obscene or contrary to the business interest, goodwill or reputation of LOCALCONNECT, LocalConnect or any Vendor or for any other reason in the discretion of LOCALCONNECT. If LOCALCONNECT rejects or refuses to distribute any service, the client shall not have any recourse against LOCALCONNECT or any Vendor for such rejection, except that LOCALCONNECT will refund to the client an equitable portion of any amount previously paid to LOCALCONNECT with respect to this.

4.10 The Competition and Consumer Act and in particular the Australian Consumer Law contain a number of prohibitions affecting advertising, including the prohibition of misleading and deceptive conduct. All advertisements lodged must comply with this legislation. Legal advice should be obtained by clients in relation to these issues.

4.11 Due to the Copyright Act 1968, clients are advised that the inclusion in advertisements of material (photographs, artist's illustrations or text) taken from any other source, whether an article published in a newspaper, magazine, periodical or otherwise is strictly prohibited without the written consent of the owner of the copyright. It is the client's sole responsibility to ensure that any material used in an advertisement; (a) is authorised for publication by the owner of the copyright to prevent the possibility of legal action being taken against the client for any breach of the Copyright Act; (b) does not infringe any legal, equitable or statutory interests of: (i) any living person/s depicted in the material; or (ii) the owner of any legal, equitable or statutory interest in respect of subjects or items depicted, described or referred to in the material.

4.12 LOCALCONNECT does not warrant the accuracy of content on any client's website. The client is responsible for checking the accuracy of all information and content published on their website.



4.13 LOCALCONNECT accepts website addresses in good faith. Clients placing website addresses in advertisements agree to comply with the Competition and Consumer Act.

4.14 As a condition of publishing website addresses in advertisements, the client warrants to LOCALCONNECT that the client will not use the website for any purpose that is unlawful or prohibited by these terms and conditions.

4.15 It is the client's responsibility to arrange and manage re-directs with third party ad servers and provide such third party with the creative and lead time requirements. LOCALCONNECT will not compensate clients for campaigns which are affected or delayed in any way by third party adsender redirect problems. LOCALCONNECT may in its absolute discretion remove any redirects from Publisher's network which are delayed in serving advertisements.

4.16 All click-through URLs must enable the browser's back feature to allow users to return to the LocalConnect application.

4.17 All websites purchased through LocalConnect will have the format myarticles.LocalConnect.com.au/<campaign number>. The client will be provided with instructions on how to connect this to their own URL if one is already owned by the client. Otherwise the client may choose to use the URL as is.

4.18 Client websites developed by LocalConnect shall no longer be accessible upon cancellation of the service in accordance with clause 8.6.

5. LOCALCONNECT CONTENT

5.1 LOCALCONNECT and LocalConnect copyright material must not be reproduced without permission. ALL copyright material including, but not limited to articles, information, data, photographs and artists illustrations contained within LocalConnect is owned by LOCALCONNECT and is subject to Australian and international copyright laws. Subject to the provisions of such laws the client must not copy, reproduce, re-broadcast or re-transmit any material contained within, whether in whole or in part, by any means or attempt to deal in infringing copies taken from this site.

5.2 Where LOCALCONNECT has assisted in the creation of content for the client in accordance with clause 4.1, LOCALCONNECT and LocalConnect do not warrant the accuracy of such content. The client is responsible for checking the accuracy of all information and content provided to them by LocalConnect.

5.3 Application for the use of published material from LocalConnect should be made to the LocalConnect Customer Service Team, who can be contacted using the details in clause 16.

6. ADDITIONAL PRODUCTS

Clients will be provided with the option to purchase other products in addition to their LocalConnect Services. Purchases of other products mobile will be billed and managed by LocalConnect Services.

7. FEES, CHARGES AND PAYMENTS

7.1 Any prices quoted for LocalConnect Services are exclusive of GST. Clients must pay the GST amount at the same time and in the same manner as prices quoted.

7.2 Quarterly Direct Debit Payment Option: if clients choose this option, deductions will be made from their nominated credit card every quarter from time of subscription in advance.

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The authority to debit the credit card account every quarter remains valid until the client notifies LOCALCONNECT that the client wishes to cancel, by contacting LocalConnect at least 10 days before the end of the direct debit payment cycle. The client can nominate whether cancellation will be effective immediately, or at the end of the period for which payment has already been debited. Should the client choose to cancel with refund, LocalConnect shall provide after two weeks right to cure. No further debits will be made; and refund shall be triggered automatically to the original credit card (see clause 8).

7.3 Upfront Payment Option: if this option is chosen, the full payment will be debited from the client's nominated credit card upon signing up to LocalConnect. After the initial 12 month term, the client will automatically revert to the Monthly Direct Debit Payment Option on a month-by-month basis. Should the client wish to cancel, the client can do so by contacting LocalConnect at least 10 days before the end of the client's annual payment cycle. The client can nominate whether cancellation will be effective immediately, or at the end of the calendar month. Should the client choose to cancel with refund, LocalConnect shall provide after two weeks right to cure. No further debits will be made; and refund shall be triggered automatically to the original credit card (see clause 8).

7.4 It is the client's responsibility to notify LOCALCONNECT if the client's credit card account is cancelled or if the client's credit card account details change before the client's next billing date.

7.5 The client acknowledges that the products and services available under LocalConnect may be modified by LOCALCONNECT from time to time (including, without limitation, any pricing) with 7 days written notice to the client.

7.6 LOCALCONNECT products relating to Search Engine Marketing / Pay Per Click incorporate a management fee within the price found in the initial Tax Invoice or subsequent Tax Invoice(s).

7.7 Requests to LOCALCONNECT for amendments to LocalConnect Services may be subject to additional charges as specified by LOCALCONNECT.

7.8 LOCALCONNECT accepts payments for LocalConnect Services by credit card including Visa, MasterCard and American Express.

7.9 If the client fails to pay any undisputed amount set forth in the initial Tax Invoice or subsequent invoices when due, and fails to cure such non-payment within five (5) days following receipt of written notice, the client shall reimburse LOCALCONNECT on demand for all reasonable costs and expenses incurred by LOCALCONNECT in collecting such amount (including, but not limited to, all fees and disbursements of counsel) and/or any collection agency of LOCALCONNECT.

8. CANCELLATION AND CHANGES

8.1 LOCALCONNECT may, in its sole discretion, postpone or cancel the publication of any service ordered under the authorisation or Tax Invoice, or subsequently, at its absolute discretion, provided that LOCALCONNECT gives you notice of such suspension or cancellation. LOCALCONNECT shall have no liability to clients for doing so beyond refunding, or crediting the client for the outstanding portion of the amount owing to LOCALCONNECT affected by the cancellation from the start of the next calendar month.



8.2 The client's business details can be changed by giving LOCALCONNECT and LocalConnect at least 3 business days' notice.

8.3 Subject to 8.4 below, the client agrees that the term of the order for any LocalConnect Services is for a minimum of 12 months, unless otherwise specified, after which it may be cancelled by the client by contacting LocalConnect at least 10 days before the end of the client's payment cycle or renewal date subject to clause 8.5 below.

8.4 Should the client cancel LocalConnect Services during the initial 12 month period (or other fixed period specified) WITHOUT PROVIDING LOCALCONNECT RIGHT TO CURE applicable cancellation fees include an amount equal to two full calendar months' fees for services plus any outstanding amounts due at the date of the notice. The total of those amounts is a debit owing to LOCALCONNECT and debited from nominated credit card.

8.5 Should the client cancel services after the initial 12 month period (or other fixed period specified) no cancellation fees will apply other than any outstanding amounts due at the date of the notice. Which amounts are payable forthwith on cancellation.

8.6 Irrespective of whether the client cancels during or after the initial 12 month period (or other fixed period specified):

8.6.1 If the client pays by quarterly direct debit, the client can nominate whether cancellation will be effective immediately, or at the end of the period for which payment has already been debited. Should the client choose to cancel prior to the end of the billing period and not provide LocalConnect with RIGHT TO CURE, the client will not be refunded any amounts already paid in advance. No further debits will be made; apart from applicable cancellation fees.

8.6.2 If the client pays by yearly upfront, the client can nominate whether cancellation will be effective immediately, or at the end of the calendar month. Should the client choose to cancel prior to the end of the calendar month and not provide LocalConnect with RIGHT TO CURE, the client will not be refunded any amounts already paid in advance for that month. Applicable cancellation fees will be deducted from any refunds due for amounts paid in advance.

8.7 All published product offerings including but not limited to client ad listings, Facebook microsites and websites will cease to be available either immediately upon cancellation or at the end of the calendar month for which services have already been paid.

8.8 The client may upgrade or downgrade the client's LocalConnect Services at any time by giving LOCALCONNECT written notice. Where a change of pricing from the initial Tax Invoice results, a new payment will be charged to the client via the client's credit card. Should the client choose to implement a change immediately, the client will not be refunded any amounts already paid in advance for that month. Future payments will then be calculated on the basis of the new package price from the start of the next billing cycle.

9. INDEMNITY AND WARRANTY

The client, by submitting or authorising material for publication by LocalConnect and in consideration of the LocalConnect agreeing to publish the material:

9.1 Indemnifies LOCALCONNECT, LocalConnect their employees, agents and related companies (as defined in the Corporations Act) against all actions, proceedings, claims, demands, losses, damages, cost and expenses (including indemnity legal costs) arising out of or in connection with the publication of the material including any such action, proceedings,

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claims, demands, losses, damages, costs and expenses relating to defamation, malicious falsehood, breach or infringement of copyright, trademark or design, breach of the Competition and Consumer Act or breach of any other legal, equitable or statutory rights or breach of the warranty in clause 9.2 below.

9.2 Warrants that publication of the material will not give rise to any claim of breach of any legal, equitable or statutory rights against LOCALCONNECT or LocalConnect and will not breach any laws or regulations including, the prohibitions relating to advertising in the Australian Consumer Law (schedule 2) of the Competition and Consumer Act.

9.3 Agrees that LOCALCONNECT and LocalConnect have no liability to the client and the client indemnifies LOCALCONNECT and LocalConnect in relation to any claims by third parties in relation thereto including by means of any failure of telecommunications services or systems which affect any such third party.

10. PRIVACY

10.1 LocalConnect Privacy Policy applies and the full version can be viewed online at www.Local-Connect.com.au/privacypolicy. To access personal information kept by LocalConnect please refer to the Privacy Policy.

10.2 By commencing LocalConnect Services you consent to the use by LOCALCONNECT and related corporations (as defined by the Corporations Act 2001) of your details and acknowledge that LOCALCONNECT and related corporations, may, at their discretion disclose and use those details for the purpose of providing goods or services, communicating with customers, planning, research, product and business development and sales, the promotion and marketing (whether targeted, direct or indirect) of their businesses, services or products or those of a third party which it believes may be of benefit to them. We will always provide you with the ability to opt out of those communications. The details will also be used to investigate complaints, as required or permitted by any law, to enable LOCALCONNECT and related corporations to perform its obligations under this or any other agreement and to ensure that a customer performs their obligations under this or any other agreement.

10.3 If you do not consent to the use of your details for the purposes stated in clause 10.2 please write to LocalConnect at email carmen@Local-Connect.com.au and LOCALCONNECT will ensure that the details are not used for that purpose.

13. DISCLAIMERS

13.1 The client agrees that any errors made in entering the client's contact information and purchase details are the client's responsibility and LOCALCONNECT and LocalConnect are not liable for any consequences that may arise as a result of such errors or incorrect information. If the client changes the client's business information or any other relevant details, the client should notify LOCALCONNECT & LocalConnect immediately.

13.2 To the extent permitted by law, neither LOCALCONNECT nor LocalConnect are liable to the client for any loss or damage incurred by the client in connection with LocalConnect Services, whether direct, consequential, special, indirect or other loss or damage. In any event, LOCALCONNECT's and LocalConnect's maximum liability to the client is limited to the value of the fees paid within the previous twelve months.



14. GENERAL

14.1 The client acknowledges and agrees that the client is entitled to purchase LocalConnect Services for the client's own business use only and that services cannot be exploited for any commercial purpose.

14.2 The client acknowledges that these Terms and Conditions may be modified by LOCALCONNECT from time to time, and agrees that the client is responsible for regularly reviewing these Terms and Conditions and the client's continued use of services constitutes the client's acceptance of any such modifications.

14.3 From time to time LOCALCONNECT offers promotional features. LOCALCONNECT does not guarantee inclusion in such features. At its discretion LOCALCONNECT will communicate with its LocalConnect clients about the availability of such promotions.

15. DEFINITIONS

In these terms and conditions:

15.1 "LocalConnect", "LOCALCONNECT", "we" or "us" means Fetch Plus Pty Limited and its related corporations (as defined by the Corporations Act 2001).

15.2 "LocalConnect" means LOCALCONNECT's social, content and digital service offering (application) for small to medium enterprises (SMEs).

15.3 "Client" means a person who has purchased LocalConnect Services from LocalConnect (LOCALCONNECT).

15.4 An "Ad Listing" means an advertisement purchased through LocalConnect which is displayed on the LocalConnect Application, and is accessible in a variety of ways including through website and the Facebook sites of LOCALCONNECT publications.

15.5 A "Content Marketing Dashboard" means purchases of LOCALCONNECT content through LocalConnect which can be used on the LocalConnect application or licenced by the client for use on a Facebook microsite or website purchased through LocalConnect.

16. CUSTOMER SERVICE CONTACT

To get in touch with the LocalConnect Customer Service team please: 1. Send an email to: contact@Local-Connect.com.au

2. Phone: 1300 577 464 during business hours

LOCALCONNECT DIRECT DEBIT AGREEMENT

The following is your Direct Debit Service Agreement with Fetch Plus Pty Limited. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit DEBITING YOUR ACCOUNT

By agreeing to this Direct Debit Request, you have authorised us to arrange for funds to be debited from your nominated account according to the agreement we have with you. We will advise you via your monthly invoice the debit day for your next AUTOPAY direct debit payment.

If the payment due date falls on a public holiday, the payment will be posted to the credit card account on the next business day.

Please ensure that you have sufficient funds in your nominated account when payments are to be drawn. If you do not have sufficient funds, the transaction will be rejected and your service/s may be cancelled.

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AMENDMENTS BY US

We may vary any details in this agreement or a Direct Debit Request at any time by giving you at least 14 days written notice.

AMENDMENTS BY YOU

You may terminate or alter your authority for us to debit your account at any time by giving us 10 business days' notice in writing before the next debit payment to be made. This notice should be given to us in the first instance.

YOUR OBLIGATIONS

It is your responsibility to ensure there are sufficient cleared funds available in your nominated account to allow a debit payment to be made and ensure that suitable arrangements are made if the direct debit is cancelled, by yourself, by your nominated financial institution or for any other reason.

If there are insufficient clear funds in your account to meet an AUTOPAY payment:

1. You may also incur fees or charges imposed or incurred by us.
2. You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
3. You should check your account statement to verify that the amounts debited from your account are correct.

DISPUTES

If you believe that there has been an error in debiting your account, you should notify us directly via email and confirm that notice in writing to us as soon as possible so that we can resolve your query more quickly.

If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

ACCOUNTS

You should check:

- (a) With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) Your account details which you have provided to us are correct by checking them against a recent account statement.

CONFIDENTIALITY

We collect the information on this form in order for us to manage your Direct Debit Request and will keep these details private unless this information is required by us or our financial institution to investigate a claim made on us relating to an alleged incorrect or wrongful debit, or as otherwise required by law.

NOTICE

If you wish to notify us in writing about anything relating to this agreement, you should email contact@Local-Connect.com.au



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“Account” means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

“Agreement” means this Direct Debit Request Service Agreement between you and us, including the Direct Debit Request.

“Autopay” means this Direct Debit Request Service Agreement between you and us, including the Direct Debit Request.

“Business day” means a day other than a Saturday or a Sunday or a listed public holiday.

“Direct Debit Request” means the Direct Debit Request between us and you.

“In Writing” includes written or email correspondence received by you or by us.

“Us and We and Our” means Fetch Plus Pty Limited.

“You” means the customer(s) who signed the Direct Debit Request.

“Your financial institution” is the financial institution where you hold the account from which you have authorised us to arrange the debit.