



## **Term and Condition**

### **1. 3 Digi Creators TRADING TERMS & CONDITIONS**

1.1 – Digi Creators Marketing shall mean Digi Creators Pty Ltd (92 653 107 218), its successors and assigns or any person acting on behalf of and with the authority of Digi Creators Pty Ltd.

1.2 – “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Digi Creators Marketing to the Client.

1.3 – “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

1.4 – “Goods” shall mean Goods supplied by Digi Creatorsto the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Digi Creators to the Client.

1.5 – “Services” shall mean all Services supplied and Services rendered by Digi Creators to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 – “Price” shall mean the price payable for the services or goods as agreed between Digi Creators Marketing and the Client in accordance with clause Digi Creators of this contract.

### **2. Acceptance**

2.1- Any instructions received by Digi Creators from the Client for the supply of services or goods and/or the Client’s acceptance of services or goods supplied by Digi Creators shall constitute acceptance of the terms and conditions contained herein.

2.2 – Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

2.3 – Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Digi Creators.

2.4 – The Client shall give Digi Creators Marketing not less than thirty (30) days prior written notice of any proposed change of ownership of the Client or any change in the Client’s name and/or any other change in the Client’s details (including but not limited to, changes in the Client’s address, contact details, or business practice).

### **3. Price And Payment**

3.1 – At Digi Creatorssole discretion, the Price shall be either:

(a) as indicated on invoices provided by Digi Creators to the Client in respect of services or goods supplied; or



(b) Digi Creators quoted Price (subject to clause 3.2) which shall be binding for thirty (30) days.

3.2 – Digi Creators reserves the right to change the Price in the event of a variation to Digi Creators quotation.

(a) reserves the right to increase the fees with or without notice

(b) reserves the right to change the fees if there is a variation in the initial scope of work

(c) will review pricing annual

3.3 – At Digi Creators sole discretion, a 50% non-refundable deposit may be required to commence work.

3.4 – At Digi Creators sole discretion:

(a) payment shall be due before delivery of the services or goods; or

(b) payment for approved Clients shall be made by instalments in accordance with Digi Creators payment schedule.

(c) upon successful completion of our account application, the client may be eligible for a 30-day trading account

3.5 – Time for payment for the services or goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.

3.6 – Payment will be made by cash, credit card, by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Digi Creators.

3.7 – Failure to make payment within the specified trading terms will result in legal action and your account transferred to a debt collection agency.

3.8- GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

#### **4. Delivery Of Services and Goods**

4.1 – At Digi Creators sole discretion delivery of the services or goods shall take place when:

(a) the Client takes possession or electronically or physically of goods and services provided by Digi Creators

(b) the Client takes possession of the services or goods at the Client's nominated address (in the event that the services or goods are delivered by Digi Creators nominated carrier).



(c) the Client provides full and complete payment.

4.2- At Digi Creators sole discretion, the costs of delivery are:

(a) in addition to the Price; or

(b) for the Client's account.

4.3 – Delivery of the services or goods to a third party nominated by the Client is deemed to be delivered to the Client for the purposes of this agreement.

4.5 – The failure of Digi Creators to deliver shall not entitle either party to treat this contract as repudiated.

4.6 – Digi Creators shall not be liable for any loss or damage whatsoever due to failure by Digi Creators to deliver the services or goods (or any of them) promptly or at all.

## **5. Content Of Websites, Applications And Undertakings**

5.1 – The Client is solely responsible for the content of the website or application. Digi Creators is not responsible for proofreading any content unless specifically agreed in writing. Any spelling errors will be the sole responsibility of the client.

5.2 – Digi Creators makes no representations to the Client on the functionality or content of the website or application.

5.3 – The Client is solely responsible for dealing with persons accessing the data or website and the Client warrants that they will not refer complaints or inquiries to such data to Digi Creators.

## **6. Web Hosting**

6.1- If the Client selects to organise their own web hosting arrangements, final exported sites will be uploaded to your preferred host company or supplied on data storage device as per the quoted price. Construction files of the site can be supplied on request and at Digi Creators's sole discretion may incur a fee.

6.2- Digi Creators accept no responsibility for down times, delays, breakdowns or data loss caused by Internet Service Providers.

## **7. Risk**

7.1- If Digi Creators Marketing retains ownership of the services or goods nonetheless, all risk for the services or goods passes to the Client on delivery.

## **8. Title**

8.1 – Digi Creators and Client agree that ownership and intellectual property of the services or goods shall not pass until:

(a) the Client has paid Digi Creators all amounts owing for the particular services or goods; and



(b) the Client has met all other obligations due by the Client to Digi Creators in respect of all contracts between Digi Creators and the Client.

8.2 – Receipt by Digi Creators of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Digi Creators ownership or rights in respect of the services or goods shall continue.

8.3 – It is further agreed that:

(a) where practicable the services or goods shall be kept separate and identifiable until Digi Creators shall have received payment and all other obligations of the Client are met; and

(b) until such time as ownership of the services or goods shall pass from Digi Creators Marketing to the Client may give notice in writing to the Client to return the services or goods or any of them to Digi Creators. Upon such notice the rights of the Client to obtain ownership or any other interest in the services or goods shall cease; and

(c) Digi Creators shall have the right of stopping the services or goods in transit whether or not delivery has been made; and suspending all live campaigns and cancellation of media bookings

(d) if the Client fails to return the services or goods to Digi Creators then Digi Creators or Digi Creators's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the services or goods are situated and take possession of the services or goods; and

(e) the Client is only a bailee of the Goods and until such time as Digi Creators has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the services or goods on trust for Digi Creators; and

(f) the Client shall not deal with the money of Digi Creators in any way which may be adverse to Digi Creators; and

(g) the Client shall not charge the services or goods in any way nor grant nor otherwise give any interest in the services or goods while they remain the property of Digi Creators; and

(h) Digi Creators can issue proceedings to recover the Price of the services or goods sold notwithstanding that ownership of the services or goods may not have passed to the Client; and

(i) until such time that ownership in the services or goods passes to the Client, if the services or goods are converted into other products, the parties agree that Digi Creators will be the owner of the end products.

## **9. Client's Disclaimer**

9.1- The Client hereby disclaims any right to rescind, or cancel any contract with Digi Creators or to sue for damages or to claim restitution arising out of any misrepresentation made to the



Client by Digi Creators and the Client acknowledges that the services or goods are bought relying solely upon the Client's skill and judgement.

## **10. Defects**

10.1- The Client shall inspect all artwork, copy and collateral within seven (7) days of (time being of the essence) notify Digi Creators of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Digi Creators an opportunity to review the services or goods within a reasonable time following delivery if the Client believes the services or goods are defective in any way. If the Client shall fail to comply with these provisions the services or goods shall be presumed to be free from any defect or damage. For defective services or goods, which Digi Creators has agreed in writing that the Client is entitled to reject, Digi Creators M liability is limited to either (at Digi Creators' discretion) replacing the services or goods or repairing the Goods.

10.2- Services or goods will not be accepted for return other than in accordance with 10.1 above.

## **11. Warranty**

11.1- Subject to the conditions of warranty set out in clause

11.2 Digi Creators warrants that if any defect in any workmanship of the website or application provided by Digi Creators becomes apparent and is reported to Digi Creators within one (1) months of the date of delivery (time being of the essence) then Digi Creators Marketing will either edit (at Digi Creators Marketing's sole discretion) replace or remedy the workmanship.

11.2- The conditions applicable to the warranty given by clause are:

(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

(i) failure on the part of the Client to properly maintain any services or goods; or

(i) failure on the part of the Client to properly maintain (ii) failure on the part of the Client to follow any instructions or guidelines provided by Digi Creators or

(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or

(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

(v) fair wear and tear, any accident or act of God.

(b) the warranty shall cease and Digi Creators shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Digi Creators's consent.



(c) in respect of all claims Digi Creators shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.

## **12. Intellectual Property**

12.1 – Where photos are purchased by Digi Creators from a third party for the use for either print or web it is the responsibility of the client to alert Digi Creators when the license falls due/expires and they are responsible for renewing this license and all fees associated with this renewal whether past or future. Digi Creators take no responsibility for renewal of these images once they have expired.

12.2 – The Client warrants that all designs or instructions to Digi Creators will not cause Digi Creators to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Digi Creators against any action taken by a third party against Digi Creators in respect of any such infringement.

## **13. Default & Consequences of Default**

13.1- If the Client defaults in payment of any invoice when due, the Client shall indemnify Digi Creators from and against all costs and disbursements incurred by Digi Creators in pursuing the debt including legal costs on a solicitor and own client basis and Digi Creator's collection agency costs.

13.2 – Without prejudice to any other remedies Digi Creators may have, if at any time the Client is in breach of any obligation (including those relating to payment), Digi Creators Marketing may suspend or terminate the supply of services or goods to the Client and any of its other obligations under the terms and conditions. Digi Creators Marketing will not be liable to the Client for any loss or damage the Client suffers because Digi Creators Marketing has exercised its rights under this clause.

13.3 – Without prejudice to Digi Creators other remedies at law Digi Creators shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Digi Creators shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to Digi Creators becomes overdue, or in Digi Creators's opinion the Client will be unable to meet its payments as they fall due; or

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

13.4 – Digi Creators retains the right to add a link on any website it designs and builds with its wording at Digi Creators Marketing discretion with the link back to the Digi Creators home page.



#### **14. Suspension Of Services**

14.1 – Digi Creators reserves the right to suspend services or goods in any case where the Client fails to perform their obligations under this and any associated agreements, including but not limited to the suspension of the Client's websites.

14.2 – Client reserves the right to suspend the services agreed upon, with 60 days notice in writing.

#### **15. Cancellation.**

15.1 – Digi Creators may discontinue services or goods if an amount payable to Digi Creators is overdue or take down a website or application permanently in any case where an amount payable is overdue by more than 30 days. In any such event, you remain liable for the total cost of the contract including all disbursements; unless otherwise agreed between the parties. Furthermore, Digi Creators will not refund ( in part or in whole) any deposits received for the commencement of work, under any circumstances unless agreed firstly in writing by Digi Creators. Digi Creators reserves the right to keep all funds from the deposit if work on a job has commenced and is terminated by either party. Digi Creators shall not be liable for any loss or damage whatever arising from such cancellation.

15.2 – In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by Digi Creators (including, but not limited to, any loss of profits) up to the time of cancellation.

#### **16. Privacy Act 1988.**

16.1 – The Client and/or the Guarantor/s agree for Digi Creators to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by Digi Creators.

16.2 – The Client and/or the Guarantor/s agree that Digi Creators may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the credit worthiness of Client and/or Guarantor/s.



16.3 – The Client consents to Digi Creators being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.4 – The Client agrees that personal credit information provided may be used and retained by Digi Creators Marketing for the following purposes and for other purposes as shall be agreed between the Client and Digi Creators or required by law from time to time:

(a) provision of services or goods; and/or

(b) marketing of services or goods by Digi Creators, its agents or distributors in relation to the services or goods; and/or

(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of services or goods; and/or

(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or

(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the services or goods.

16.5 – Digi Creators Marketing may give information about the Client to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Client; and/or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

## **17. General**

17.1 – If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 – These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.

17.3 – Digi Creators shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Digi Creators of these terms and conditions.

17.4 – The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by Digi Creators.

17.5 – Digi Creators may license or sub-contract all or any part of its rights and obligations without the Client's consent.





17.6 – Digi Creators reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Digi Creators notifies the Client of such change.

17.7 – Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

17.8 – The failure by Digi Creators to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Digi Creators right to enforce that provision subsequently.

17.9 – All prices quoted are valid for 30 days only from the date of written quotation.

17.10 – If the client has made no contact with Digi Creators office for a period of more than 1 month after the project and or any design work has commenced, Digi Creators reserves the right to re-quote the entire project.

17.11 – If any project exceeds a period of more than 6 months, Digi Creators reserves the right to terminate the project at its own discretion, without any refunds being paid to the client.

#### **18. The use of Digi Creators Marketing for a SEO service is at the Customer's own risk**

The Customer acknowledges that Digi Creators make no guarantee that a search engine optimization will lead to or improve any increase in sales, profits or any other form of improvement for the Customer's business or any other purpose.

To the fullest extent permissible by law, Digi Creators shall not be liable to the Customer for any damages, including without limitation any direct, indirect, special, punitive, incidental or consequential damages (including but not limited to damages for loss of business profits, business interruption, loss of programs or information, loss of profits or goodwill or loss of use of facilities or equipment), or any other damages arising whether arising from the negligence of Digi Creators or otherwise. Where liability cannot be legally excluded, the liability of Digi Creators shall be limited to the cost of supplying the service again.

The Customer agrees to indemnify Digi Creators for any third party claim for damages arising out of or in any way connected with the supply of services to the Customer, including without limitation any direct, indirect, special, punitive, incidental or consequential damages (including but not limited to damages for loss of business profits, business interruption, loss of programs or information, loss of profits or goodwill or loss of use of facilities or equipment), or any other damages arising whether arising from the negligence of Digi Creators g or otherwise

The Customer expressly agree to indemnify and hold harmless Digi Creators, its subsidiaries, affiliates, officers, agents and other partners and its and their respective employees from and against all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys fees and disbursements and



court costs) arising from or in connection with the Customer's information, the Customer's use of Digi Creators search engine optimisation services.

Digi Creators does not refund any money received from clients for any past SEO work that they have been asked to carry out. All monies received by Digi Creators for any SEO work will not be refunded at any stage even if the client cancels the SEO service.

### **19. Client Responsibilities and Obligations**

You must follow all instructions provided by Digi Creators and provide to Digi Creators, in a timely manner, all information and materials requested by Digi Creators.

Digi Creators will request feedback and changes at certain stages of undertaking the process of designing and developing your website or application. These changes and amends must be sent to Digi Creators in a timely manner. Sending excessive or multiple emails may cause important details to be missed and may result in you incurring additional charges for the correct preparation.

As soon as your website or application is uploaded and made live online or handed over to you, any further work or changes will result in you incurring additional costs, unless otherwise specified.

### **20. Project Timelines**

Digi Creators will provide you with an estimate that your website or application can be designed and built.

This time frame is an estimation only.

You must make every effort to follow the instructions provided by Digi Creators and provide the required information to Digi Creators in order to facilitate delivery times and correct specifications.

Delays in providing the required information to Digi Creators may result in delays in product delivery.

Digi Creators will make all reasonable efforts to provide the product by the estimated date but do not accept liability for any costs incurred, loss or damage (including consequential loss or damage) compensation or loss of earnings due to any failure to meet agreed deadlines.

If you require Digi Creators to make changes to your website or application after it is handed over to you, you will be required to pay for this work at an agreed quoted fee or our hourly rate. All work must be paid for upfront.

### **21. Content + Design Restrictions**

Digi Creators Marketing includes a "fair" and "reasonable" set number of rounds of changes (3 rounds) during its design, website or application design + development phase. Any extra



changes required by you may incur additional costs and such extra changes can be negotiated during the sales process.

Changes must be submitted in one email and one email of changes (within the scope of the project) is considered one round of changes. Unless agreed to at the beginning of the project.

Please ensure that you limit your changes to comply with the agreed specifications. Failure to do this may result in you incurring additional costs.

## **22. Suspension of Services**

Digi Creators reserves the right to suspend/cancel any or all services or goods provided to you, if:-

You have any outstanding invoices or accounts;

Your account is in dispute or the subject of a dispute resolution procedure, court order, judgment, finding or determination;

You fail to comply with any provision of these terms and conditions or any other policy, directive or requirement notified to you by Digi Creators.

If you have not paid for the hosting of your website( which Digi Creators has paid for on your behalf) Digi Creators reserves the right to terminate your hosting. Hosting will only resume once invoices have been paid. If the customer's website has been terminated due to cancellation of hosting, Digi Creators can reinstall the website at a cost of \$500 + GST providing the client has a backup of the website if available.

## **23. Refund Policy**

Once we have commenced work on your project, no refund is available on the deposit paid for your project. Work may include, but is not limited to; contact between yourself and an Account Manager and/or designer from Digi Creators, the commencement of designs/wireframes/prototypes by Digi Creators for your project, the commencement of design concepts by Digi Creators for your project and other work undertaken by Digi Creators in relation to your project.

## **24. Browser Compatibility**

Digi Creators will make every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the main browsers Google Chrome, Safari and Mozilla Firefox latest releases. You understand that we cannot guarantee correct functionality with all browser software across different operating systems. If you require the website to comply with other browsers this may not be possible.

## **25. Implementation of SEO Services**



Digi Creators guarantees that Client's website will appear on the first page of designated Search Engines within an agreed period of time of the Commencement Date. If Digi Creators is unable to achieve this ranking within that time period, Digi Creators agrees to provide further optimization services until such time when Client's website is listed on the first page.

25.1 Client acknowledges that Digi Creators may, as part of the client's SEO campaign, add links and content to the client's website. If the client chooses to reject these additions, their First Page Guarantee may be rendered void, to the discretion of Digi Creators.

25.2 Client acknowledges that the guarantee applies only to selected keywords chosen by the Client. Digi Creators will advise clients to which keywords guarantee applies.

25.3 Client acknowledges that Search Engine Optimization ("SEO") is governed by many factors which are outside the direct control of Digi Creators. Search Engines are third party systems with unknown variables, algorithms and indexing decisions that can change at any time and without notice over which we have no control. Digi Creators will use best efforts, techniques and accepted standards to improve Client's Search Engine Ranking but cannot guarantee of #1 ranking of Client's website on any major Search Engine using Client's desired keywords. Client further acknowledges that the website's ranking with a particular Search Term will rely on both the relevancy of that term on your pages, and the popularity of that term on other websites.

25.4 Client further acknowledges and understands that a website's rankings may go backwards. Client agrees if this were to happen, no liability will be on Digi Creators and no refunds or discounts given.

25.5 Digi Creators is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

25.6 Digi Creators is not responsible for the Client overwriting Digi Creator's work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content.

25.7 Digi Creators follows a strictly ethical SEO policy and will not be responsible for any bans or search engine suspension for the following:

- duplicate sites, duplicate content or pages, redirects or doorway pages.
- link farms or any spanning techniques which may harm the web site's ranking with Google.
- Increased traffic or sales
- hidden links
- automated website submission software or websites



25.8 Client acknowledges that Digi Creators will add an “SEO Services” by “Digi Creators” link to the footer section of each website they work on.

25.9 Link Building, if requested Digi Creators shall provide the link building services as specified on the Digi Creators website and to the agreed specifications on the Project Brief.

25.10 The number of links stated in the Project Brief is the number of links that Digi Creators will provide on the link building report. The number is correct at the point at which the report is generated and quality controlled, whereupon it will be emailed to the Client.

25.11 Digi Creators offer no guarantee for the length of time each link will remain live after the point at which it has been confirmed and reported on the Customer link report.

25.12 Client acknowledges that Digi Creators is not liable for the content of those sites. Use of any such linked web site is at the Client’s own risk.

25.13 The inclusion of any link does not imply endorsement by Digi Creators of the site.

25.14 Client acknowledges that linking to “bad neighborhoods” or receiving links from “link farms” can seriously damage all SEO efforts. Digi Creators does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation

## **26 Implementation of Google Adwords®**

26.1 Digi Creators shall provide Client a management service of a Google AdWords® account in accordance with the terms set out in the Project Brief.

26.2 Client expressly permits Digi Creators to create a Google AdWords™ account on their behalf. Client acknowledges that Google AdWords™ are subject to Google’s Terms and Conditions. Client’s account will be deemed active once Google™ approves it for online advertising. Digi Creators is not liable if the Client’s account is rejected.

26.3 Digi Creators acknowledges that Client owns the Google AdWords™ Account developed by Digi Creators. Upon expiration of the term of this agreement Client may retain the account and all its configuration.



26.4 Digi Creators will send a draft to the Client once work is complete. Client agrees to review and approve said draft within fourteen (14) business days. Digi Creators is not liable for errors or omissions once the ads are deployed.

## **27 Facebook and Social Media Advertising**

27.1 Digi Creators agrees to promote Client's company on Facebook® and/or Social Media sites including but not limited to Twitter™, YouTube™, Digg™ and LinkedIn™ through targeted advertising campaigns per the agreed specifications set out in the Project Brief.

27.2 Client agrees to provide Digi Creators with information (ad banners and web site links) within ten working days after the Commencement Date and further agrees that they will comply with any technical specifications provided to the customer by Digi Creators. Drafts will be sent to Client for approval before being submitted to the relevant site.

27.3 Client agrees that any images to be used in advertisements will be supplied to Digi Creators. Client acknowledges that if images are not provided, additional design fees may be payable. Digi Creators will include these additional fees on the invoice.

27.4 Client acknowledges that Facebook and other social media sites reserve the right to refuse adverts at any time for any reason, whether or not the same has already been acknowledged and/or previously published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. Digi Creators will make every effort to create a substitute advertisement. If the advertisement is rejected due to content, Digi Creators shall require Client to supply new copy acceptable to aforementioned sites. Digi Creators cannot be held liable for rejection of ads by third party websites. Client acknowledges that if an advertisement previously accepted and displayed on a social media site is then subsequently removed by said site, prior to the end of the agreed period, Digi Creators is not liable for this decision and no refund will be payable.

