Terms & Conditions

1 Oct 2025

1. **Parties and Acceptance**
   - 1.1. These Terms and Conditions apply to all paid services we provide ("Services") and use of this Website.
   - 1.2. By instructing us, paying an invoice, signing a proposal or using the Website, you accept these Terms and Conditions.
   - 1.3. "ProNarrative", "we", "us" and "our" means Optimiser Digital Pty Ltd trading as ProNarrative.
   - 1.4. "Client", "you" and "your" means the person or entity that engages ProNarrative.
   - 1.5. "Website" means pronarrative.com.au and any sub-domains.
   - 1.6. "Additional Rules" means rules or guidelines we set for specific events, promotions, competitions or Website features.
   - 1.7. "Loss" means any loss, damage, cost, claim, liability or expense.
   - 1.8. These Terms and Conditions include all Additional Rules and any proposal, scope or statement of work agreed in writing.
2. **Governing Law and Jurisdiction**
   - 2.1. These Terms and Conditions are governed by the laws of Queensland, Australia.
   - 2.2. You irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and the courts that hear appeals from them.
3. **Services and Deliverables**
   - 3.1. Our commitment is to deliver the agreed deliverables for the agreed price as set out in the proposal, scope or statement of work.
   - 3.2. Unless a written performance guarantee is expressly provided, we do not warrant or guarantee specific commercial outcomes, results, rankings, traffic or revenue.
4. **Client Responsibilities**
   - 4.1. You will provide timely information, materials, branding assets, approvals and access to platforms, websites, ad accounts and analytics as reasonably required.
   - 4.2. You warrant that all materials and instructions you supply are accurate, lawful and do not infringe third-party rights.
   - 4.3. Delays in approvals or inputs may extend timelines. We are not responsible for delays caused by you or third parties.
5. **Fees, Payments and Invoicing**
   - 5.1. Fees are set out in the proposal or statement of work. Retainers are payable in advance unless stated otherwise.
   - 5.2. All amounts are exclusive of GST unless stated. You must pay GST in addition to our fees.
   - 5.3. Invoices are due within 7 days of issue unless stated otherwise.
6. **Refunds, Returns and Payments**
   - 6.1. Refunds will not be given on services already rendered unless a specific written contract sets out refund conditions.
   - 6.2. To the extent permitted by law, we exclude all implied warranties and conditions.
   - 6.3. Where a non-excludable guarantee applies under the Australian Consumer Law, our liability is limited at our election to:
   - 6.4. resupplying the services, or
   - 6.5. paying the cost of resupplying the services, or

6.6. a refund of monies paid toward the proportion of services deemed defective.
6.7. We expressly limit liability in any dealings to the cost of the services provided.

7. Cancellations and Termination

7.1. You may cancel services at any time with 30 days' written notice. Email notice will suffice.
7.2. We may terminate services at any time by written notice. If we do, we will provide a pro-rata refund for any prepaid, unused portion of the service.
7.3. We may suspend or terminate services if an account is more than 45 days overdue. We may withhold all work product, files and materials, including graphics, copy, content, campaign assets, strategy documents and hosting, until accounts are paid in full. This right may extend to multiple projects or websites owned by the same client or key person, and may include suspension of web hosting services.
7.4. On termination, accrued rights and any payment obligations up to the termination date remain due and payable.

8. Scope Changes and Out-of-Scope Work

8.1. Changes to scope, deliverables, assumptions or timelines require written approval and may change fees.
8.2. Emergency, urgent or out-of-hours work may attract additional fees as agreed.

9. Intellectual Property

9.1. Each party will respect the other's Intellectual Property rights.
9.2. Our pre-existing IP, methods, processes, templates, software, tools, frameworks and know-how remain our property.
9.3. Your pre-existing IP remains your property.
9.4. Upon payment in full of all invoices, we grant you a perpetual, non-exclusive licence to use the IP we create specifically for you as part of the deliverables, for your internal business purposes.
9.5. No licence transfers until payment in full is received.
9.6. We may re-use general learnings, ideas, know-how and non-confidential techniques developed while providing services.
9.7. Unless you notify us in writing that a deliverable is confidential or subject to an NDA, you grant us a non-exclusive right to reference your project in our credentials and portfolio.

10. Moral Rights

10.1. You consent, and will procure any creator consents, to acts that may otherwise infringe moral rights in deliverables, including editing and adaptation, provided such acts do not misrepresent authorship.

11. Confidentiality and Privacy

11.1. We will keep your confidential information secret and use it only to provide the services, except where the information is public, was lawfully known to us, is independently developed, or must be disclosed by law.
11.2. Our employees and contractors will keep client information confidential, unless already in the public domain or disclosure is authorised in writing.
11.3. Each party must comply with applicable privacy laws when handling personal information.

12. Third-Party Platforms and Suppliers

12.1. Services may involve third-party platforms or suppliers, including advertising networks, hosting, analytics and software. You authorise us to create, configure and manage accounts for you as needed.
12.2. You are responsible for third-party fees and charges unless our proposal states otherwise.
12.3. We are not liable for outages, changes, suspensions, data loss or policy enforcement by third parties.

13. Approvals and Reliance

13.1. You are responsible for reviewing and approving drafts and campaigns. Your approval or use of a deliverable is confirmation that it meets the agreed scope.
13.2. We may rely on approvals provided by your nominated representatives.

14. Warranties and Disclaimers

14.1. Except as expressly set out and to the extent permitted by law, we exclude all warranties, representations and conditions.

14.2. Marketing, SEO and advertising results are influenced by factors outside our control. Forecasts are estimates only.

15. Liability and Indemnity

15.1. Optimiser Digital Pty Ltd's total liability arising out of or in connection with the Services, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

15.2. You expressly understand and agree that Optimiser Digital Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

16. Force Majeure

16.1. A party is not liable for delay or failure to perform due to events beyond its reasonable control. The affected party will notify the other party and resume performance as soon as practicable.

17. Subcontracting

17.1. We may use employees, contractors and third-party suppliers to deliver the services. We remain responsible for the services we provide.

18. Website Terms of Use

18.1. Your use of the Website is at your own risk. We do not warrant that the Website will be available, error-free or secure.

18.2. We may publish Additional Rules for Website features, promotions or competitions. Additional Rules apply in addition to these Terms and Conditions.

18.3. Content on the Website is provided for general information. It is not advice. Obtain professional advice before acting on any content.

19. Acceptable Use

19.1. You must not misuse the Website, attempt unauthorised access, introduce malware, harvest data, or do anything unlawful.

20. Content and Takedown

20.1. If you believe content on the Website infringes your rights, notify us in writing with details. We may remove content at our discretion.

21. Notices

21.1. Notices under these Terms and Conditions may be given by email. A notice is taken to be received when the email is sent, unless the sender receives a delivery failure.

22. Variations

22.1. We may vary Website Terms at any time by updating the Website.

22.2. Service Terms that apply to a current engagement may be varied only by written agreement.

23. Assignment

23.1. You must not assign your rights without our consent. We may assign our rights to a purchaser of our business by notice to you.

24. Severability

24.1. If any provision is invalid, the remainder continues in force.

25. Entire Agreement and Priority

25.1. These Terms and Conditions, the proposal and any Additional Rules form the entire agreement.

25.2. If there is any inconsistency, the following order of priority applies unless stated otherwise:

25.2.1. a signed performance guarantee,

25.2.2. the proposal or statement of work,

25.2.3. these Terms and Conditions,

25.2.4. Additional Rules.

26. Interpretation

26.1. Headings are for convenience only.

26.2. A reference to “including” is not limiting.

26.3. Singular includes plural and vice versa.

27. Survival

27.1. Clauses about payment, IP, confidentiality, limitation of liability, indemnity, non-solicitation and governing law survive expiry or termination.

Schedule A – Service-Specific Terms

1. Hosting, Domains and Email

1.1. If we provide hosting or domain services, we may suspend services for late payment, security risk or misuse.

1.2. You are responsible for backups unless we agree otherwise in writing.

2. Advertising and Media Spend

2.1. Media spend is payable by you directly to the platform unless stated otherwise.

2.2. If we pay media spend on your behalf, you must pre-fund it. We may pause campaigns if funds are insufficient.

3. Content Supply and Use

3.1. You warrant you have rights to all content you supply.

3.2. Stock assets we license for you are licensed subject to the stock provider’s licence terms.

4. Approvals and Go-Live

4.1. We will provide proofs for approval. Your written approval is required before launch.

4.2. Post-launch changes outside the approved scope may be billed at our standard rates.

Approved by:

Full Name: Benjamin Sweetlove

Position: Managing Director, Optimiser Digital Pty Ltd

Date: 1 October 2025

Signature: