

SOPRO Communications Terms & Conditions of Service

1 ACCEPTANCE OF TERMS

1.1 Unless otherwise agreed in writing, the supply of all Services offered by SOPRO LTD and/or its associates, related parties, successors and assigns (collectively referred to as "SOPRO LTD") to any persons (hereinafter referred to as "User", "you" or "your") shall be governed by the Terms & Conditions of Service (TCS) set herein.

1.2 This TCS is supplementary to the General Terms & Conditions and all provisions are incorporated into the General Terms & Conditions by this reference. By using the Services described herein, you hereby acknowledge and agree to be bound by this TCS and the General Terms & Conditions.

2 DEFINITIONS

2.1 In these Terms & Conditions of Service ("TCS"), the following terms and expressions shall have the following meanings:

- (a) "SOPRO LTD" means DPC Group Limited
- (b) "Carrier" means the third party telecommunications carrier who operates the Network;
- (c) "Call Recording Service" means the service provided by SOPRO LTD that enables you to record an Incoming Call;
- (d) "Call Tracking Service" means the service provided by SOPRO LTD that enables tracking of relevant Incoming Call information to be made, including but not limited to, the Calling Party's Personal Information and location, advertising source, day, time and duration of the Incoming Call and Incoming Call history;
- (e) "Calling Party" means a person from whom you receive an Incoming Call;
- (f) "Incoming Call" means a telephone call that you receive using SOPRO LTD Services;
- (g) "Data" means any and all information and reports procured, collected or compiled by SOPRO

LTD in respect of a Calling Party, including, without limitation:

- (i) Incoming Call logs;
- (ii) Incoming Call activity reports;
- (iii) Advertisement source of Incoming Calls; and
- (iv) Personal Information of a Calling Party;

(h) "Dynamic Call Routing Service" means the service provided by SOPRO LTD that enables the automatic routing of Incoming Calls to appropriate branch or regional office based on the Calling Party's phone number, and allows for prompting of the Calling Party to enter a postcode for appropriate routing when the Calling Party's location cannot be determined;

(i) "General Terms & Conditions" mean the terms and conditions governing the use and use of the Website as updated from time to time;

(j) "Interactive Voice Response Service" means the service provided by SOPRO LTD comprising a system for routing Incoming Calls or providing recorded information for improving Calling Party waiting time and call resolution;

(k) "Network" means the telecommunications network of the Carrier, which SOPRO LTD uses to supply the Services;

(l) "Missed Call Notification Service" means the service provided by SOPRO LTD that enables the Recording of missed Incoming Call information to be made, including but not limited to, the Calling Party's phone number if the number is not blocked, and a voice mail recording if the Calling Party leaves a message;

(m) "Personal Information" means information that may be used to identify a Calling Party, including without limitation, the Calling Party's Incoming Call number, address, fax number and/or email address;

(n) "Phone Number" means a SOPRO LTD telephone number that you wish to use to answer an Incoming Call;

(o) "Recording" means a recording of an Incoming Call;

(p) "Services" mean the services the services supplied SOPRO LTD under this TCS, comprising of the following:

(i) Call Recording Service;

(ii) Call Tracking Service;

(iii) Dynamic Call Routing Service;

(iv) Interactive Voice Response Service;

(v) Missed Call Notification Service; and

(vi) Any other services as SOPRO LTD may provide from time to time;

(q) "Website" means SOPRO LTD website www.SOPRO.co.nz or any other platform, facility or server which the Services supplied by SOPRO LTD under this TCS may be accessed or used by you.

3 PROVISIONS OF SERVICES

3.1 In supplying the Services, SOPRO LTD shall provide the following:

(a) A Phone Number through which the Services shall be utilized and which forms part of which of the Network of the Carrier;

(b) Equipment required for handling and managing the Services which SOPRO LTD in its sole discretion considers appropriate and necessary; and

(c) Reasonable technical and sales support which SOPRO LTD in its sole discretion shall consider appropriate and necessary.

3.2 Unless explicitly stated otherwise, any new services, features, content or applications offered or made available from time to time by SOPRO LTD to you shall be subject to this TCS.

4 YOUR OBLIGATIONS

4.1 In using the Services, you expressly agree and acknowledge that:

(a) The Phone Number provided is made available to you only in connection with the supply of Services by SOPRO LTD and forms part of the Services so supplied;

(b) Accordingly:

(i) You are not entitled to, and you have no right or interest in, any Phone Numbers supplied by SOPRO LTD to you if you decide to terminate the Services herein;

(ii) You must not port any Phone Numbers supplied by SOPRO LTD to an alternative service provider or Carrier or Network without the prior written consent of SOPRO LTD. You hereby acknowledge and agree that SOPRO LTD shall be entitled to receive compensation from you of an amount to be determined by SOPRO LTD in its sole and exclusive discretion should SOPRO LTD agree to grant consent to you in respect of the aforesaid porting;

(iii) SOPRO LTD may, without any notice or liability to you, discontinue or modify any Phone Numbers supplied to you at any time for any reason whatsoever, including but not limited to discontinuance or modification required by reason of a request made by the Carrier, Network requirements or statutory, regulatory and legal compliance. You hereby acknowledge and agree that:

a. you must, unless this TCS is terminated in accordance with Clause 7, accept any such new or modified Phone Numbers issued to you by SOPRO LTD and that SOPRO LTD shall, but is not obliged to, give you written notice of any the discontinuance of, or modifications made to, a Phone Number as soon as is reasonably practicable; and

B. you have no claim against SOPRO LTD for any loss or damage you may suffer as a result of such discontinuance or modifications.

(c) SOPRO LTD may from time to time, change, enhance or update any and all equipment described in Clause 3.1(b) for any reason whatsoever without any notice or liability to you. You hereby acknowledge and agree that you have no claim against SOPRO LTD for any loss or damage you may suffer as a result of such change, enhancement or update.

4.2 You further acknowledge, agree and warrant that:

(a) You will refrain from taking any action which has or is likely to have the effect of interfering with or threatening the operation, stability, viability or integrity of the Network;

(b) You must only use the Services for your own business needs and requirements;

(c) you must not use the Services for your personal purposes nor for any purposes which are unlawful, abusive, harmful, threatening, defamatory or in any way infringing any copyright, trademark or other intellectual property rights of any other persons;

(d) You must not re-supply, re-sell, chain or group the Services in any way without the prior written consent of SOPRO LTD;

(e) you are fully responsible for maintaining the confidentiality of your Services password and account issued to you by SOPRO LTD, and are fully responsible for all activities the occur under the same. Accordingly, you must:

(i) Immediately notify SOPRO LTD of any unauthorized use of your password or account or any other breach of security; and

(ii) Ensure that you exit from your account at the end of each session;

(iii) SOPRO LTD will not be liable to you for any loss or damage you may suffer if a person quoting your password requests changes to your Service or account details. You will be responsible for all fees associated with your Service and account whether transactions were authorized by you or not.

(f) You must co-operate with SOPRO LTD in relation to any complaints, enquiries or investigations into or in connection with any services offered by you, in which the Services supplied by SOPRO LTD are utilized. You hereby agree and acknowledge that you shall, at SOPRO LTD's discretion, and without limitation, bear in full any costs associated with such complaints, enquiries or investigations.

4.3 You also agree that you must ensure that any other persons having access to, or are using the Services, including your employee, contractor, officer, agent or authorized representative or other third party, shall be made aware of and will observe the same obligations, restrictions and limitations as set out in this TCS.

5 CALL RECORDINGS AND PERSONAL INFORMATION

5.1 As part of the process of supplying the Call Recording Service to you or in any other Services supplied to you where Recordings are, at your option, made by us, whenever a Calling Party dials your Phone Number:

(a) You are requesting SOPRO LTD to initiate an Incoming Call Recording. Once are initiated, SOPRO LTD will record the full length of the Incoming Call; and

(b) You are requesting SOPRO LTD to collect or compile Personal Information in respect of the Calling Party.

5.2 In using the Call Recording Service or any other Services where Recordings are, at your option, made by us, you expressly agree and acknowledge that:

(a) You authorize SOPRO LTD to make Incoming Call Recordings and collect Personal Information on your behalf. Without limiting the generality of the aforesaid, you specifically authorize SOPRO LTD to act as your agent in respect of all Caller Line Identification data and other personal information collected by SOPRO LTD;

(b) You either:

(i) authorize SOPRO LTD to play a voice message advising the Calling Party that the Incoming Call is being recorded prior to the said Incoming Call being connected to you or your employee, contractor, officer, agent, authorized representative or other third party answering the Incoming Call; OR

(ii) Make the necessary arrangements to ensure that the Calling Party is provided with the necessary warning about the presence of any Recordings made of an Incoming Call in accordance with the law;

(c) All Incoming Call Recordings are stored SOPRO LTD for a period of one (1) month, commencing the date that a Recording is made. Following the expiry of the storage period, you will not be able to retrieve a copy of the Recording and you hereby acknowledge and agree that SOPRO LTD shall have no liability whatsoever for any failure to retain or store such copies of Recordings beyond the said storage period;

(d) all Personal Information collected or compiled by SOPRO LTD or, and supplied to you must be used by you and your employee, contractor, officer, agent, authorized representative or other third party in compliance with the law, including without limitation, any provisions under the Telecommunications Act 2001 and the Privacy Act 1993, and all regulations or guidelines promulgated there under as well as provisions under the Crimes Act 1962;

(e) you must notify your employee, contractor, officer, agent, authorized representative or other third party that their telephone conversation with a Calling Party in respect of an Incoming Call is being recorded by SOPRO LTD through or in connection with the Services; and

(f) SOPRO LTD shall have no liability whatsoever in respect of any use made by you, your employee, contractor, officer, agent, authorized representative or other third party, of the Recordings and its contents, and/or of any Personal Information.

6 BILLING AND PAYMENT

6.1 You will be charged in accordance with the rate schedule published or notified SOPRO LTD from time to time. SOPRO LTD reserves the right to change the rates from time to time. All Charges are exclusive of GST.

6.2 You shall pay any and all amounts invoiced SOPRO LTD to you in relation to the provision of Services by the due specified in any such invoice. Without limiting any other right SOPRO LTD may have under this TCS or by force of law or equity if you fail to make full payment of the aforesaid by the due date, SOPRO LTD may:

(a) Charge interest at the rate of 10% per annum calculated daily on all overdue monies (excluding interest under this Clause) until the same is paid in full;

(b) Charge an administrative fee for any administrative costs incurred in respect of the your failure to make full payment hereof;

(c) Cancel or suspend your account or your Phone Number;

(d) Terminate any contracts between you SOPRO LTD and demand immediate payment of monies due and owing under such contracts;

(e) Cancel any rebate, discount or allowance due or payable by SOPRO LTD as at the date of the event;

(f) Institute any recovery process as SOPRO LTD thinks fit at your sole cost and expense.

6.3 You hereby acknowledge and agree that you are not entitled to set off or deduct any amounts due and owing by you under this TCS, whether or not an existing dispute or claim has been made by you against SOPRO LTD or for any reason whatsoever.

7 TERM AND TERMINATION

7.1 This Agreement shall continue until terminated.

7.2 This Agreement will immediately and automatically terminate if SOPRO LTD's right to provide the Services ceases for any reason.

7.3 SOPRO LTD may immediately suspend or discontinue the provision of the Services to you, or terminate this Service Agreement with immediate effect by giving notice to you at any time if, in SOPRO LTD's reasonable opinion:

(a) You breach any of your obligations under this TCS;

(b) You fail to pay any SOPRO LTD invoice by the due date and time shall be of the essence;

(c) You cease, or threaten to cease to conduct business in the normal manner; and

(d) SOPRO LTD right to provide Services or any Carrier's right to provide access to the Network ceases or is suspended or interrupted for any reason whatsoever.

7.4 Either party may terminate this agreement with 30 (thirty) days advance notice in writing.

8 INTELLECTUAL PROPERTY

8.1 For the purposes of this TCS, "Works" mean any and all proprietary materials and information embodied in, or relating to, the Services, including:

(a) All technical processes, systems, methods, software design, algorithms, codes, scripts and databases;

(b) All inventions, discoveries, improvements, enhancements, processes, information and know-how;

(c) The Website and all SOPRO LTD domain names, trademarks, trade names, get-ups, whether registered or not;

(d) All documentation and other records, reports, documents, papers and other materials whatsoever pertaining to the Services; and

(e) Any derivative works of any of the aforesaid.

8.2 You hereby acknowledge and agree that:

(a) all proprietary rights, title and interests created or embodied in the Works belong to SOPRO LTD to the fullest extent of the law, including all rights to copy, assign or license such rights, title and interests to others for any purpose as SOPRO LTD sees fit in its sole and absolute discretion;

(b) Accordingly, without prior written consent of SOPRO LTD

(i) You must not supply, sell or otherwise make available the Works or any parts thereof to any third parties; and

(ii) that you will, at your sole cost and expense, do all acts necessary to ensure that if, as a result of any breach of your obligation under Clause 8.2(b)(i) SOPRO proprietary rights, title or interest herein have been infringed, such infringement shall cease immediately.

9 CONFIDENTIALITY

9.1 SOPRO LTD will at all times maintain as confidential Information, meaning all Works, technical and business information and associated matter now in your possession and control or which may exist in the future including but without limitation data, reports, studies and customer information. Confidential Information shall not include information which is generally available in the public domain or was known SOPRO LTD prior to the disclosure by you or by your employees, representatives or associates.

9.2 Unless expressly stated otherwise in this TCS or in any other terms of service as may be specified by SOPRO LTD respect of the provision of any service, or unless prohibited by any laws or regulations, all Data resulting from the provision of the Services may be used for SOPRO LTD own internal research and record keeping purposes and whilst respecting the confidentiality of such Data, SOPRO LTD may extrapolate and use the Data for the aforesaid purposes.

10 STATUS OF USER

10.1 In using the Services, you acknowledge and agree that:

(a) There is no relationship between you SOPRO LTD in common law, contract or otherwise other than that as a User;

(b) save for the making of any Incoming Call Recording and the collection of any Personal Information by SOPRO LTD in accordance with Clause 5 on your behalf, nothing in this TCS shall create or imply an agency relationship between you and SOPRO LTD, nor will this TCS be deemed to constitute a joint venture or partnership between you and the SOPRO LTD and

(c) Accordingly, you have no authority or power to enter into any agreement to create any obligation or responsibility on behalf of or in the name of SOPRO LTD

11 THIRD PARTY ACCESS AND USE

11.1 The provisions of this clause shall prevail over any other clauses to the contrary which may be contained in this TCS.

11.2 If, on prior approval of SOPRO LTD in writing, the Phone Number or Phone Numbers supplied by SOPRO LTD to you under this TCS is or are re-supplied by you to, and/or is or are used or accessed by, any third party or any of SOPRO LTD Services thereof are used or accessed by such third party, then you expressly acknowledge and agree that:

(a) You remain at all times primarily contractually responsible for complying with all obligations under this TCS; and

(b) you must ensure that all such third parties are expressly aware of the obligations, restrictions and limitations imposed with respect to the Phone Number or Phone Numbers supplied by SOPRO LTD herein or any Services thereof as set out in all provisions of this TCS.

12 COMPLIANCE WITH LAWS

12.1 You will at all times comply with the provisions of all laws to your use of the Services and any Recording, including without limitation the Telecommunications Act 2001 and the Privacy Act 1993, and all regulations or guidelines promulgated there under as well as provisions under the Crimes Act 1962. In particular, you are solely responsible for giving the Calling Parties any necessary warning about the presence of any Recordings made of any Incoming call and the use that will be made of the same.

12.2 SOPRO LTD shall have no obligation to advise you upon compliance with any such laws. You shall indemnify and keep indemnified SOPRO LTD from and against any liability arising from any claim they your use of the Service and/or a Recording breaches any law.

13 LIMITATION OF LIABILITY AND INDEMNITY

13.1 To the fullest extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether expressed or implied, including any conditions or warranties as to merchantability, fitness for purpose or correspondence with description or representations as to results arising from the use of the Services, are hereby excluded by SOPRO LTD

13.2 SOPRO LTD shall not be liable, under any circumstances, for your indirect, special, incidental or consequential loss or damage that may arise in respect of this TCS or loss of profit, business, revenue, goodwill or anticipated savings, and SOPRO LTD liability under this TCS shall be limited solely to the supplying of the Services again or the payment of the cost of having the Services supplied again, as SOPRO LTD may select.

13.3 You shall indemnify SOPRO LTD against all claims, demands, liabilities, loss, expenses, costs and damages incurred by or made against SOPRO LTD as a result of, or arising in connection with:

(a) any breach of your obligations under this TCS, including, without limitation, any failure to comply with Clauses 4.2(b), 5.2(b)(ii), 5.2(d), 5.2(e) and 11.2(b) in respect of Incoming Call Recordings and Personal Information; and/or

(b) the re-supply of, and/or use of or access by, any third party of such Phone Numbers or any of SOPRO LTD Services thereof, whether such re-supply, use or access was authorized by you or otherwise.

14.1 SOPRO LTD may, from time to time, make reasonable variations to this TCS if necessary to comply with any contractual, statutory or a regulatory requirement.

14.2 This TCS contains the entire understanding and agreement between the parties as to its subject matter. No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this agreement or constitute any collateral agreement, warranty or understanding between the parties.

15 APPLICABLE LAW

15.1 The laws of New Zealand govern this TCS and the parties agree to submit to the jurisdiction of the New Zealand courts and tribunals.

16 WAIVER AND SEVERABILITY OF TERMS

16.1 The failure of SOPRO LTD to exercise or enforce any right or provision of this TCS shall not constitute a waiver of such right or provision.

16.2 If any provision of this TCS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TCS remain in full force and effect.

SOPRO WEBSITE TERMS & CONDITIONS

Please read the following Website General Terms and Conditions ("T&C") carefully as the provisions contained herein govern your access and use of the Website.

In addition to these terms, the access and use of our services are subject to the SOPRO LTD Terms & Conditions of Service www.SOPRO.co.nz ("TCS"), the terms of which are incorporated into the T&C by this reference.

1 GENERAL

1.1 The Website is owned and operated by C-MEE LIMITED and/or its associates, related parties, successors and assigns (collectively referred to as "Provider", "us", "we" or "our").

1.2 The terms and conditions set below apply to:

- (a) any persons viewing or otherwise accessing the Website ("Visitor"); and
- (b) Any persons supplying in any way personal information (including name and email address) to the Provider through or in connection with the Website, whether by way of the Provider's contact form, by email or otherwise ("Registered User"). Both categories of users are collectively referred to as "Users", "you" or "your" in this T&C.

1.3 By becoming a User, you hereby acknowledge and agree to be bound by the T&C. This version represents the most current version of the T&C.

2 ELIGIBILITY

2.1 In consideration of your becoming a User, you represent and warrant that:

- (a) You are 18 years of age or older;
- (b) You have the capacity to form a binding contract;
- (c) You are not a person barred from accessing or using the Website under the governing laws of the T&C; and;

(d) Your access or use of the Website does not violate any applicable law or regulation.

3 DESCRIPTION OF THE WEBSITE

3.1 "Website Content" means including, without limitation, information on:

- (a) Products and services;
- (b) Lead and sales tracking solutions;
- (c) Benefits of products and services;
- (d) FAQs; and
- (e) Contact details.

3.2 The Website Content may further include other Provider communications such as service announcements and administrative messages communicated to Registered Users and are considered part of the terms of registration of the Website.

3.3 Unless explicitly stated otherwise, any new Website Content, features or applications offered or made available from time to time by the Provider through or in connection with the Website shall be subject to the T&C.

4 WEBSITE ACCESS AND USE

4.1 In accessing and using the Website or any Website Content thereof, you expressly acknowledge and agree that:

(a) The Website is offered, supplied and provided on an "as-is" and "as available" basis, and the Provider assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any User communications or personalized settings;

(b) You understand that the Website may include software embodied therein now or in the future ("Software") as well as security components that permit digital materials to be protected, and that your access and use of the Website are subject to Software usage rules set by the Provider and/or owners of proprietary Software. The Provider makes no warranty that any errors in the Software will be corrected;

(c) You are responsible for obtaining access to the Website and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees and in addition, you must provide and are responsible for all equipment necessary to access the Website;

(d) You may not:

(i) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or data transmitted through the Website;

(ii) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;

(iii) Interfere with or disrupt the Website or servers or networks connected to the Website or disobey any requirements, procedures, policies or regulations of networks connected thereof;

(iv) take any action that places an unusually large load on the infrastructure of the Website, or bandwidth connecting to the Website, or take any action that includes the use of any data accumulation, tool, robot or spider to compile, disseminate, extract, process, monitor or copy any web pages;

(v) Intentionally or unintentionally violate any applicable local, state, national or international law; and

(vi) Attempt to override or circumvent any of the usage rules embedded into the Software or those provided herein.

(e) Subject to Clause 9, any material downloaded or otherwise obtained through the Website is done at your own discretion and risk. You will solely be responsible for any damage to your computer system or loss of data that results from the download of the same.

5 WEBSITE CONTENT

5.1 In viewing the Website Content displayed on the Website, you expressly acknowledge and agree that:

(a) All Website Content posted on the Website or communicated to you from time to time by the Provider are provided for guidance or as reference only. Accordingly, NO advice relating to the subject matter of such Website Content is understood to be given to you by the Provider;

(b) under no circumstances will the Provider be liable in any way for any Website Content, including, but not limited to, for any errors or omissions in any Website Content, or for any loss or damage of any kind incurred as a result of the use of any Website Content posted, emailed, transmitted or otherwise made available through or in connection with the Website. You are not entitled to rely and/or act upon such Website Content and/or use them as a basis for any cause of action in law or otherwise;

(c) the Website Content may be subject to change without notice and does not take into account your objectives, personal or commercial situation, requirements or needs, or any statutory obligations or requirements which may be required to be observed in your state or jurisdiction;

(d) to the fullest extent of the law, the Provider expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranty of merchantability, fitness for a particular purpose or correspondence to particular descriptions in respect of any Website Content displayed on the Website; and

(e) No advice or information, whether oral or written, obtained by you from the Provider or through or from the Website shall create any warranty not expressly stated in the T&C

6 DATA AND CONTENT INPUT

6.1 For the purposes of this Clause, "User Content" means any and all:

(a) Any personal information provided by you in a contact form or by way of email (collectively "Registration Data"); and

(b) Any other data or materials you upload, post, email, transmit or otherwise make available through or in connection with the Website.

6.2 You expressly acknowledge, agree and warrant that:

(a) You are solely and entirely responsible for your User Content;

(b) All Registration Data which is submitted by you to the Provider through or in connection with the

Website is true, accurate and current, and is complete in all respects;

(c) You shall update any changes to your Registration Data as soon as practicable; and

(d) You shall not upload, post, email, transmit or otherwise make available through or in connection with the Website any User Content that:

(i) Is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(ii) You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(iii) Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(iv) comprises unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;

(v) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

(vi) Supports to impersonate any other person or entity, including, but not limited to, any other User, the Provider's official, employee, consultant, guide, host or any other representative, or falsely state or otherwise misrepresent your affiliation with any person or entity.

6.3 You also expressly acknowledge, agree and warrant that the Provider:

(a) shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is made available by you through or in connection with the Website; and

(b) May access, preserve, and disclose all User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

(i) Comply with legal process;

(ii) Enforce the T&C;

(iii) Respond to your requests for customer service; and

(iv) Protect the rights, property, or personal safety of the Website, other Users and/or the public.

6.4 You understand that the technical processing and transmission of all User Content submitted or posted by you may involve:

(a) Transmissions over various networks; and

(b) Changes to confirm and adapt to technical requirements of connecting networks or devices.

6.5 The Provider does not claim ownership of any User Content you submit or upload through or in connection with the Website.

7 EXCLUSION OF LIABILITY

7.1 You expressly understand and agree that the Provider, its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees shall not be liable to you for any direct, indirect, incidental,

special, consequential or exemplary damages, including but not limited to damages for loss or profits, goodwill, use, data or other intangible losses, even if the Provider has been advised of the possibility of such damages, resulting from:

- (a) the accessing of, or the inability to access, the Website, the use of, or the inability to use, or the reliance, or the inability to rely, on the Website Content;
- (b) Unauthorized access to or alteration of any of your transmissions or data, including any User Content;
- (c) Any other matter relating to the Website or Website Content displayed on the Website or communicated to you.

8 INDEMNITY

8.1 You agree to fully indemnify, defend and hold the Provider, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any and all claims or demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of your:

- (a) Access and use of the Website or any Website Contents thereof;
- (b) Connection of the Website;
- (c) Violation of the T&C; or
- (D) Violation of any rights of another.

9 PROPRIETARY RIGHTS

9.1 All copyright on the Website or embodied in any Website Content displayed on the Website is owned by the Provider or its proprietary holders, and you are required to abide by all copyright notices contained on the Website.

9.2 Except to the extent otherwise specifically authorized by the Provider and/or the proprietary holders:

(a) you may not copy, modify, translate, publicize, reproduce, exploit, broadcast, transmit, distribute, perform, display or sell any of, or any portion of, any or all Website Content of the Website, or create any derivative works thereof, and you may not use any of the Website Content in connection with any commercial endeavors, whether in whole or in part;

(b) you may only retrieve and display any Website Content on a computer screen, print individual pages on paper, photocopy and store such pages in electronic form on disc

(but not on any server or other storage device connected to a network) solely for your personal use; and

(c) you may not alter the text, graphics, images, audiovisual or any other materials contained on the Website or embodied in any Website Content.

9.3 Any unauthorized reproduction, publication, further distribution or public exhibition of the Website or all Website Content contained therein, in whole or in part, is strictly prohibited.

9.4 In addition, the Website domain name, the Provider's name, logo, other names and logos of the Provider as may be created, produced or used from time to time ("Marks") are trademarks or registered trademarks of the Provider and its affiliated companies. Without express and written prior permission, you agree or not to display or use in any manner the Marks for any purpose whatsoever.

10 SPECIAL ADMONITION FOR INTERNATIONAL USE

10.1 The Website is provided for the benefit of, and is intended to be viewed by, Users within Australia only. If you are viewing the Website on a computer outside Australia, you expressly acknowledge, agree and warrant that:

(a) In choosing to access and use the Website outside Australia, you are solely responsible for complying with the laws applicable in your jurisdiction;

(b) The Provider shall not incur any liability to you whatsoever with respect to your access and use of the Website; and

(c) you shall indemnify the Provider against any and all liability the Provider may have in relation to any third party for any reason whatsoever arising out of your use of the Website.

11 GENERAL PRACTICES REGARDING USE AND STORAGE

11.1 You expressly acknowledge and agree that:

(a) The Provider may establish general practices and limits concerning use of the Website, including without limitation the maximum number of days and months that any data submitted by you will be

retained by the Website, the maximum amount of information that may be submitted by you and the maximum number of times and the maximum duration for which you may access any Website Content on the Website in a given period of time;

(b) the Provider has no responsibility or liability for the deletion or failure to store any descriptions, work, portfolio, profile, or other information or communication posted by you, or obtained or procured from or through the use of the Website; and

(c) The Provider reserves the right to modify these general practices and limits from time to time.

12 MODIFICATIONS TO THE WEBSITE, WEBSITE CONTENT AND T&C

12.1 The Provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any part thereof, including the provision of any Website Content, with or without notice to you. You agree that the Provider shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Website or any part thereof.

12.2 The Provider reserves the further right to make any amendments to the T&C at any time in its sole and absolute discretion, with or without notice to you. The most current version of the T&C as posted on this page shall supersede all previous versions.

12.3 It is your responsibility to check regularly to determine whether a new version of the T&C has been uploaded. If you do not agree to any revisions pursuant to the upload of a new version of the T&C, then you must immediately stop using the Website.

12.4 You agree that the Provider shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Website, and/or amendments to the T&C. Your continued use of the Website after such modifications or amendments shall constitute an acceptance of your agreement to be bound by the T&C, as amended.

13 SUSPENSION, EXPIRY AND TERMINATION

13.1 You agree that the Provider may, under certain circumstances and without prior notice, suspend or immediately terminate your access to the Website and remove any associated User Content, including any profiles, works, information or contact details thereof.

13.2 Cause for such suspension or termination shall include, but not be limited to:

- (a) Breaches or violations of the T&C, Privacy Policy and/or any other agreements entered into between you and the Provider;
- (b) Requests by law enforcement or other government agencies;
- (c) Discontinuance of the Website (or any part thereof); and

(d) Unexpected technical or security issues or problems.

13.3 You agree that all such suspensions or terminations shall be made at the Provider's sole discretion and that the Provider shall not be liable to you or any third party for any such suspension or termination.

13.4 Cancellations must be made by the Customer within a 24-hour period (which includes non-business hours) of signing or verbally confirming the contract. If the cancellation occurs after the campaign has gone live and costs incurred by the Company, the Customer agrees to pay the sum equivalent to 60% of the remaining contract balance.

13.5 If there is no written cancellation of service at the Contract's expiry, the Contract will continue on a month to month basis. This means that the Customer shall be responsible for any charges for these advertising services until such a time that they terminate the contract by contacting the company (phone, email, fax, etc.).

13.6 SOPRO LTD requires 30 days written notification prior to expiry of the contract to discontinue SOPRO services or the Customer's contract will restart.

13.7 Recoverable costs

The Customer will be liable for any fees that the Company incurs by utilizing a third party service provider for debt collection purposes.

14 OFFSITE LINKS

14.1 In order to offer increased value to our Users, the Website may provide, or third parties may provide, links to other Websites or resources, which you may access at your sole discretion.

14.2 You understand and acknowledge the Provider has no control over such sites and resources. In this respect, you also acknowledge and agree that the Provider is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources.

14.3 You further acknowledge and agree that the Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15 EMAIL POLICY

15.1 We will not respond unless required to do so by law to any email sent to us which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. We reserve the right to take such action as we in our sole discretion deem fit in respect of such material.

15.2 All Emails received will be taken to be submitted, where appropriate, for publication, free of charge. If you wish to negotiate a fee for the publication of your exclusive material you should email us info@SOPRO.co.nz and state your name, address and, if applicable, a

contact telephone number, in your Email. Your Email should clearly state that the material contained in the Email has been submitted for the purposes of negotiating a fee for the publication of that material. It must not be sent to any other email address or to a User or to any other third party.

15.3 We will not disclose any personal information under any circumstances of any staff, employee, contractor or worker of the Provider and/or the Provider's associates. Where appropriate we will endeavor to respond to all Emails within 3 days of receipt, but we cannot and do not guarantee to respond to any Emails. All Emails will generally be stored for 6 months after which time they will automatically be deleted. Any Email sent to the incorrect destination is liable to be deleted immediately.

16 PRIVACY POLICY

16.1 The use of any personal information collected from you is subject to our Privacy Policy, which is incorporated into this T&C by reference.

17 NO THIRD PARTY BENEFICIARIES

Beneficiaries to this T&C, and that you may not assign your profile or registration to any other persons.

18 NOTICES

18.1 If you choose to provide us with a nominated email address, unless you expressly inform us otherwise, the Provider may communicate with you by providing you with notices regarding updates, changes or additions to the Website or Services offered through or in connection with the Website.

19 GOVERNING LAW

19.1 This T&C and any obligations arising out of or in relation to the T&C shall be governed by and construed in accordance with the laws of New Zealand.

20 JURISDICTION

20.1 You understand, agree and acknowledge that the courts of New Zealand are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims and disputes relating to any non-contractual obligations) which may arise out of or in connection with the T&C and for such purposes irrevocably submit to the jurisdiction of the aforesaid courts.

21 ENTIRE AGREEMENT

21.1 The T&C constitute the entire agreement between you and the Provider and govern your access and use of, or purchase through or in connection with, the Website, superseding any prior agreements between you and the Provider.

21.2 You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services of the Provider, affiliated services, third-party content or third-party software.

22 WAIVER AND SEVERABILITY OF TERMS

22.1 The failure of the Provider to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision.

22.2 If any provision of the T&C is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&C remain in full force and effect.

23 VIOLATIONS AND INFRINGEMENTS

23.1 Any violations or infringement of the T&C should promptly be reported by the User by emailing the Provider at info@SOPRO.co.nz.

SOPRO PPC Campaign General Terms & Conditions

1 INTERPRETATION

1.1 The following definitions are applicable to the contract ("Contract").

Keywords: means the word(s) and/or phrases which the Customer wishes to listed under on the Google search engine and which the Company agrees to use in the placement of paid advertisements through the AdWords platform.

Advertising Fee: means the fee for the advertising services provided by SOPRO Ltd to the customer, particularly for the placement of advertisements on the Google search engine through the AdWords platform.

Google AdWords: means paid search and display advertising placed on Google and the Google partner network for the selected keywords linking to the Customer's own web site.

Contract: means the legal agreement between the Customer and the Company for the Company to provide the specified Google AdWords services as specified on the front page of this document or the verbal confirmation of contract and in the terms and conditions herein.

Contract Start Date: means the date when payment for the Set-Up and Advertising Fee has been made or the date when Google ads were placed on the Google search engine by the Company, whichever is the earlier.

Customer: means the person or entity named on the front page of this Contract or verbal confirmation of contract who purchased Google advertising services from the Company.

GST: (Goods and Services Tax). It is pursuant to the Goods and Services Tax Act 1985 and its statutory Amendments.

1.2 The reference to a "person" includes a natural person, a corporate or an unincorporated body

1.3 The reference to a statute or statutory provision refers to it as it is in force at the time when the contract was signed.

2 APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) Be applied into the Contract; and

(b) Prevail over any terms or conditions contained, or referred to, in the Customer's confirmation of order, purchase order, specification or other document supplied by the Customer.

2.2 By proceeding with this Contract, the Customer acknowledges that it has read, and accepted the terms and conditions herein.

2.3 Any quotation provided is valid over a 30- day period, provided that the Company has not previously withdrawn it.

3 DURATION

3.1 This Contract is applicable from the Start Date and will continue until the end of the agreed-upon period as stated on the front page of this Contract or verbal confirmation of contract.

3.2 The Company shall not be required to provide any advertising service until it has received, in cleared funds, the Set-Up Fee and the first payment for the advertising service as specified on the front page of this Contract or verbal confirmation of contract.

4 THE KEYWORDS

4.1 Subject to the provisions of this clause, the Company shall use the Keywords that are specified on the front page of this Contract.

4.2 The Customer acknowledges that the Keywords selected are not exclusive to either the Company or the Customer. The Company does not provide any guarantee that placing the Customer's website on the Google search engine through Google AdWords would result in increased internet traffic on the Customer's website or result to increased sales for the Customer's products/services.

4.3 The Company may, without notice, change the Keywords in order to comply with applicable industry standards or legal requirements.

4.4 The Keywords are subject to Google's review process. From time to time, the display of the Customers Google ads may be suspended or interrupted pending Google verification process. The advertisement and associated website content meet Google advertising policies.

4.5 The Company is not responsible for any interference or access restrictions to the Google AdWords by any other third party.

4.6 If, after the Start Date, the Customer requests a change to the Keywords, the Customer must do so in writing to the Company.

4.7 The Customer acknowledges that the Company will impose a daily budget allowance on the Google AdWords platform. The company may be permitted, from time to time, to cease and remove the Google advertisements in any one day period (00.01 hours to 24.00 hours) if the daily allowance has been, or in the reasonable opinion of the Company, likely to be exceeded:

(a) The Customer acknowledges if the daily assigned budget is not spent, the unspent budget does not rollover to the following day or month.

4.8 If the Customer wishes to increase their daily budget allowance on Google AdWords, they must request a change in writing. The Advertising Fee will be increased accordingly.

4.9 It is agreed that the Company shall have the right to immediately and without notice cease to provide advertising services if:

(a) The Customer fails to pay the amount due on or before the due dates; or

(b) This Contract expires or is terminated; or

(c) Google NZ ceases or suspends its search engine operations

5 PAYMENTS AND PRICING

5.1 The Customer agrees to pay the Startup Fee and Advertising Fees for the Google AdWords as specified on the front page of this Contract or verbal confirmation of contract. These may be varied from time to time pursuant to this Contract.

5.2 Where the Customer has agreed to pay the advertising fees by credit card or direct debit, the Customer authorizes the Company to retrieve payments of all the amounts due on a recurring basis until the end of the Contract period. If the Customer cancels the Company's authority to

retrieve payments or if the payment cannot be retrieved for any reason, the Customer remains liable for the missed payments as well as ongoing payments

5.3 Without prejudice to any right it may have, if the Customer fails to pay the amount due under this Contract, the Company may suspend its advertising services until payment has been made in full or terminate this Contract as detailed in clause 6 below; and/or

5.4 The Customer shall be liable for costs that the Company incurs in the collection or recovery of all outstanding amount due under this Agreement.

6 SUSPENSION

6.1 The Company has the right, at its sole discretion, to suspend its advertising services without notice, if any payment under the Contract is not made in full on the due date; or

6.2 If the Company reasonably believes that:

(a) the Customer's website contains derogatory or misleading content and/or infringes on third parties Intellectual Property Rights; and/or the Customer's website is found to be hosting or distributing malware; or

(b) the Google advertisements are being subject to spam attacks, fraud, and/or any unusual use, including but not limited to an excessive number of clicks on the Google ads.

6.3 The Company shall not be obliged to reinstate its services until the Customer has the outstanding amount and/or removed the offending material from its website as described in 6.2.

6.4 Suspension under Clause 6 shall not mean that the Customer is exempt from its obligation to pay the Company the full amounts owed prior to the suspension date, or the obligation to pay the Advertising Fee for the remainder of the Contract period.

7 CONFIDENTIALITY

Subject to clause 9 below, the Company will keep the Customer's details confidential. The Customer agrees to keep, in strict confidence, all materials that has been disseminated from the Company in its provision of advertising services from any third party.

8 LIMITATION OF LIABILITY

8.1 This clause outlines the liability of the company (including liability for the acts of its employees, consultants, and subcontractors) to the Customer with regards to the following:

(a) Breach of the Contract terms

(b) Customer's use of the Company's advertising services

(c) Representation or statement including acts of omission that are in any way connected to the Contract

8.2 All other warranties stated and implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

8.3 The Customer acknowledges that the Consumer Guarantees Act does not apply to this contract as the Company's advertising services are intended for business customers and for business purposes.

8.4 The Customer acknowledges that:

(a) The Company is not an agent or employee of Google. It is an independent Google advertising services company.

(b) The Company cannot make any representation on behalf of Google or its subsidiaries.

(c) The Company cannot guarantee the performance of the Customer's website on Google and shall not be liable for any act that may result to loss to the Customer

8.5 The Company shall not incur any liability if it is delayed or prevented from providing advertising services by acts, omissions, or events that are beyond its reasonable control.

8.6 To the extent permitted by the law:

This Contract.

(b) Notwithstanding the sub-clause above, the Company's total liability shall be limited to the most recent payments made by the Customer over a three-month period

8.7 No claims may be made or actions taken by the Customer against the Company in relation with this Contract more than six months after the earliest breach of contract or more than three months after the date of the Contract's termination.

8.8 The Company shall have no liability if the Customer becomes subject to internet fraud, spam attack, or malware attack. The safe and secure operation of the Customer's website shall be the responsibility of the Customer alone.

9 PRIVACY OF INFORMATION

9.1 The Customer agrees that details of name, address, and payment records may be submitted to a credit reference agency in relation to this Contract. The Customer's personal details may be retained by the Company during the duration of the Contract.

9.2 Except as written in this clause, the Company will keep the Customer's information confidential. The Customer's details will not be provided to a third party without the Customer's consent other than what is necessary for the Company to providing its advertising services.

10 EXPIRY AND TERMINATION

10.1 Cancellations must be made by the Customer within a 24-hour period (which includes non-business hours) of signing or verbally confirming the contract. If the cancellation occurs after the campaign has gone live and costs incurred by the Company, the Customer agrees to pay the sum equivalent to 60% of the remaining contract balance.

10.2 If there is no written cancellation of service at the Contract's expiry, the Contract will continue on a month to month basis. This means that the Customer shall be responsible for any charges for these advertising services until such a time that they terminate the contract by contacting the company (phone, email, fax, etc.).

10.3 SOPRO LTD requires 30 days written notification prior to expiry of the contract to discontinue SOPRO services or the Customer's contract will restart.

10.4 Recoverable costs

The Customer will be liable for any fees that the Company incurs by utilizing a third party service provider for debt collection purposes.

11 GENERAL CLAUSES

11.1 No variation of this Contract is valid unless agreed to, in writing, by the Company.

11.2 If any provision on this Contract is found unenforceable, it will be deemed as not part of the Contract. The enforceability of other parts of this Contract shall remain.

11.3 The Contract supersedes all previous agreements between the Company and Customer

11.4 The Company may delegate or subcontract any or all its rights and obligations to third party

11.5 The Customer may only assign its rights and obligations to a third party with the Company's consent. The assignee may be required to enter into a new Contract with the Company.

11.6 No section in this Contract is intended to constitute a partnership or joint venture between the parties. No party shall have the authority to bind the other party in any way.

11.7 Disputes or claims arising in relation with this Contract shall be governed in accordance to the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

11.8 Communications from the Company shall be deemed to have been given upon transmission. Notices by the Customer to the Company must be sent to info@SOPRO.co.nz and accounts@SOPRO.co.nz or any other email accounts that are used to communicate with the customer. Notices and responses to the Customer shall be sent to the email address provided on the front page of this Contract unless otherwise specified by the Customer.

12 INTELLECTUAL PROPERTY

12.1 For the purposes of this Contract, "Work" shall mean the propriety materials embodied in, or as it relates to the Services. These include:

- (a) Technical processes, design, codes, scripts and databases;
- (b) Inventions, improvements, enhancements, information and know-how;
- (c) The Website and all SOPRO LTD domain names, trademarks, trade names, get-ups, whether registered or not;
- (d) All documentation and other records pertaining to the Services; and
- (e) Any derivative works from any of the above

12.2 You acknowledge and agree that:

- (a) all proprietary rights and interests created or embodied in the "Works" belong to SOPRO LTD to the fullest extent of the law, including all rights to copy or license such rights to others for any purpose as SOPRO LTD sees fit in its sole and absolute discretion;
- (b) Accordingly, without prior written consent of SOPRO LTD

- (i) You must not supply, sell or otherwise make available the Works or any parts thereof to any third parties; and
- (ii) that you will, at your sole cost and expense, do all acts necessary to ensure that if, as a result of any breach of your obligation under Clause 12.2(bid) SOPRO LTD's proprietary rights, title or interests herein have been infringed, such infringement shall cease immediately.

SOPRO Search Engine Optimization General Terms & Conditions

1 (SOPRO LTD)'s SERVICES WILL INCLUDE (BUT ARE NOT LIMITED TO):

1.1 Researching keywords and phrases to select appropriate, relevant search terms (up to *agreed* number of phrases).

- 1.2 Obtaining “back links” from other related websites and directories in order to generate link popularity and traffic (amount up to *SOPRO Ltd*’s discretion).
- 1.3 Editing and/or optimization of text for various html tags, Meta data, page titles, and page text as necessary (up to *agreed* pages). In the even that (*SOPRO Ltd*) is not able to make the edits and/or optimization directly (due to the limitations or complexities of the Client’s site), (*SOPRO Ltd*) will send the recommended edits and/or optimizations to the client or the Client’s web developer as necessary. Note that the Client’s web developer may charge the Client to make the edits and/or optimizations recommended by (*SOPRO Ltd*). (*SOPRO Ltd*) will not be held liable for charges/fees incurred by the Client due to the edits and/or optimizations made by the client’s web developer.
- 1.4 Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- 1.5 Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- 1.6 Create ranking reports or provide access to live ranking portals for the Client’s website showing rankings in the major search engines.

2 FOR THE PURPOSES OF RECEIVING PROFESSIONAL SEO SERVICES, CLIENT AGREES TO PROVIDE THE FOLLOWING:

- 2.1 Administrative/backend access to the website for analysis of content and structure.
- 2.2 Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- 2.3 Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- 2.4 Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by (*SOPRO Ltd*) for search engine optimization purposes.
- 2.5 If Client’s site is lacking in textual content, the Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. (*SOPRO Ltd*) can create site content at additional cost to the Client. If the Client is interested in purchasing content

from (*SOPRO Ltd*), please contact (*SOPRO Ltd*) for a cost estimate.

3 CLIENT MUST ACKNOWLEDGE THE FOLLOWING WITH RESPECT TO SEO SERVICES:

3.1 All fees are non-refundable.

3.2 All fees, services, documents, recommendations, and reports are confidential. Unless otherwise discussed beforehand, information and reports provided by (*SOPRO Ltd*) to the Client remain confidential and are prohibited from being repurposed for any other function (such as the self-execution of SEO services) by the Client or any other third-party.

3.3 (*SOPRO Ltd*) has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

3.4 Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, (*SOPRO Ltd*) does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term. However, if (*SOPRO Ltd*) fails to improve the ranking of the site on the dominant search engine (which may change at any moment) to page 1 for 60% of the total number of keywords, phrase, or search terms being worked on" (*SOPRO Ltd*) will continue SEO services at no added cost to the Client until such a percentage is met.

3.4.1 (*SOPRO Ltd*)'s 12 months performance guarantee is only valid once all on-page optimization changes are completed as described in 1.

3.5 Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than "6 months". This is referred to as the "Google Sandbox." (*SOPRO Ltd*) assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.

3.6 Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, (*SOPRO Ltd*) will re-optimize the website/page based on the current policies of the search engine in question. Although (*SOPRO Ltd*) will re-optimize the website/page, (*SOPRO Ltd*) will no longer be held responsible for the ranking of the client's domain.

3.7 Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees. (*SOPRO Ltd*) can offer a list of expedited listing services upon request.

3.8 Linking to “bad neighborhoods” or getting links from “link farms” can seriously damage all SEO efforts. (*SOPRO Ltd*) does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

3.9 (*SOPRO Ltd*) is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client’s website.

3.10 Additional Services not listed herein (such as managing pay-per click campaigns, copywriting, link baiting, etc.) will be provided for a fee which is at the discretion of (*SOPRO Ltd*).

3.11 The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to (*SOPRO Ltd*) for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend (*SOPRO Ltd*) and its subcontractors from any liability or suit arising from the use of such elements.

3.12 (*SOPRO Ltd*) is not responsible for the Client overwriting SEO 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, based on the hourly rate of \$80 per hour.

Notwithstanding any other provision of this Agreement, (*SOPRO Ltd*) obligation to provide free SEO services shall cease in the event the Client’s conduct overwrites the SEO services provided. For example, if the client’s webmaster uploads content without consulting (*SOPRO Ltd*), then (*SOPRO Ltd*) obligation to provide SEO services for free shall terminate.

3.13 (*SOPRO Ltd*) will not be responsible for the ranking of the Client’s site should the Client refuse to make the edits and/or optimizations recommended in 1. (*SOPRO Ltd*) will not be responsible for any delays caused by the Client (or a relevant party related to the Client such as

3.14 (SOPRO Ltd) will not be responsible for the poor performance of a Client's SEO campaign should payments for the campaign become overdue or otherwise disrupted in any way (by the Client). The clause in 3.4 shall also be waived should payments for the campaign become overdue or other disrupted in any way (by the Client).

4 EXPIRY AND TERMINATION:

4.1 Cancellations must be made by the Customer within a 24-hour period (which includes non-business hours) of signing or verbally confirming the contract. If the cancellation occurs after the campaign has gone live and costs incurred by the Company, the Customer agrees to pay the sum equivalent to 60% of the remaining contract balance.

4.2 If there is no written cancellation of service at the Contract's expiry, the Contract will continue on a month to month basis. This means that the Customer shall be responsible for any charges for these advertising services until such a time that they terminate the contract by contacting the company (phone, email, fax, etc.).

4.3 SOPRO LTD requires 30 days written notification prior to expiry of the contract to discontinue SOPRO services or the Customer's contract will restart.

4.4 Recoverable costs

The Customer will be liable for any fees that the Company incurs by utilizing a third party service provider for debt collection purposes.

SOPRO Designer Graphics / Websites Services General Terms & Conditions

1 DEFINITIONS

CUSTOMER shall mean the company, individual, partnership, or another entity that is engaging the services of SOPRO LTD and any person acting on behalf of the CUSTOMER.

2 ACCEPTANCE

The instruction received by SOPRO LTD to commence the website design/development work shall be constituted as a binding contract, and the acceptance by the customer of the SOPRO terms of sale.

3 PRICE

Unless specified to the contrary, the price quoted in the verbal agreement or agreement between SOPRO LTD and the CUSTOMER will be binding and final. If the CUSTOMER requires additional features/functionality that are not on the initial agreement, additional charges may apply.

All deposits made to SOPRO LTD are non-refundable.

4 SERVICES

4.1 SOPRO Limited:

- (a) will deliver the Website as outlined in the Proposal;
- (b) will facilitate the incorporation of the Website Content into the Website by the Customer;
- (c) from the Implementation Date, will host the Website in the manner specified in the Proposal, and will make available the Resources for this purpose;
- (d) May suspend some or all of the Services in order to carry out scheduled maintenance or repairs. Subject to this, SOPRO Limited will use its best endeavors

- to maintain an acceptable Website availability level;
- (e) will make available to the Customer the ability to update or amend the Website using a standard web browser;
 - (f) Will make available, an online help facility for the purpose of providing support to the Customer (and SOPRO Limited's other customers). SOPRO Limited will use reasonable endeavors to respond to requests for support within 3 Business Days;
 - (g) will from time to time upgrade the Software Elements of the Website to provide greater service, security, and efficiency of the Website for the Customer;
 - (h) Will provide Website Promotion, and Search Engine Optimization (SEO) services as outlined in the proposal.
 - (i) Will register and manage the Domain Name(s) as outlined in the Proposal on behalf of the Customer.
 - (j) Will provide Website setup and configuration services as outlined in the proposal.
 - (k) Will provide Website customization and design as outlined in the proposal. (the “**Services**”).

4.2 SOPRO Limited will use reasonable endeavors to perform the Services in accordance with the timetable set out in the Proposal; however, SOPRO Limited does not guarantee that that timetable will be met.

4.3 SOPRO Limited will perform all Search Engine Optimization Services to the best of its abilities as set out in the Proposal; however SOPRO Limited cannot guarantee the position or inclusion of the Website within Search Engine rankings or results.

4.4 Where any or all of the Services above are not expressly outlined in the Proposal, they will not form part of the Agreement.

5 CUSTOMER OBLIGATIONS

5.1 THE CUSTOMER WILL PROVIDE SOPRO LIMITED WITH:

- (a) Such co-operation as is required by SOPRO Limited (acting reasonably) to enable the performance by SOPRO Limited of its obligations under the Agreement; and
- (b) The Customer will be responsible for procuring any third party co-operation reasonably required by SOPRO Limited to enable SOPRO Limited to fulfil its obligations under the Agreement.

5.2 The Services are provided to the Customer only, and the Customer may not resell the Services to any third party.

5.3 The Customer will be responsible for obtaining suitable license of third party software (such as email client software) which are required for the full use of the Services.5.4 It is the Customer's responsibility to keep any passwords relating to the Services confidential, and to change such passwords on a regular basis. The Customer will notify SOPRO Limited immediately if it becomes aware that a password relating to the Services is or may have been compromised or misused.

6 DELIVERY AND ACCEPTANCE

6.1 SOPRO Limited will give the Customer notification in writing when the Website is ready for Website Content loading, and will provide the Customer access to the content management area of the Website for the purpose of Website Content loading, and acceptance testing.

6.2 Following the Implementation Date, the Customer will carry out acceptance tests to determine: (a) whether the Website conforms in all material respects with the specification of the Website in the Proposal; and (b) whether the Website has any Defects; (the "**Acceptance Criteria**").

6.3 If in the Customer's reasonable opinion the Website meets the Acceptance Criteria, the Customer will send to SOPRO Limited a written notice confirming acceptance of the Website.

6.4 If in the Customer's reasonable opinion the Website does not meet the Acceptance Criteria, the Customer will send to SOPRO Limited a written notice setting out in detail the respect(s) in which the Website does not meet the Acceptance Criteria.

6.5 If SOPRO Limited (acting reasonably) agrees that the Website does not meet the Acceptance Criteria, SOPRO Limited will have a further remedial period (of 30 Business Days) to modify the Website so that it meets the Acceptance Criteria.

6.6 The Website will be deemed to have been accepted by the Customer if the earlier of the following occurs: (a) the Customer does not give any notice to SOPRO Limited under either Clause 6.3 or Clause 6.4 within the Acceptance Period of 5 working days; or (b) the Customer instructs Website Deployment to occur; or (c) the Customer uses the Website for any purpose other than Website Content loading and/or testing.

7 PAYMENT

Until the payment is paid in full, SOPRO Limited owns the website design and any files associated with the creation of the said website. After the company receives the payment in full, website ownership is transferred to the client.

Any remaining payments are required within two weeks of the Online Review date. A late payment fee of \$89.00 will be issued for any late payments.

If the customer's account is overdue for a period of (5) days or longer, SOPRO Limited is entitled to take the website offline until the payment is paid in full.

8 TERMINATION

SOPRO Limited may terminate this Agreement if the customer breaches the provision of this contract and the conditions has not been remedied by the customer. If the customer wishes to terminate the contract, they will still be liable for 60% of the remaining contract balance.

8.1 Cancellations must be made by the Customer within a 24-hour period (which includes non-business hours) of signing or verbally confirming the contract. If the cancellation

occurs after the campaign has gone live and costs incurred by the Company, the Customer agrees to pay the sum equivalent to 60% of the remaining contract balance.

8.2 If there is no written cancellation of service at the Contract's expiry, the Contract will continue on a month to month basis. This means that the Customer shall be responsible for any charges for these advertising services until such a time that they terminate the contract by contacting the company (phone, email, fax, etc.).

8.3 SOPRO LTD requires 30 days written notification prior to expiry of the contract to discontinue SOPRO services or the Customer's contract will restart.

8.4 Recoverable costs

The Customer will be liable for any fees that the Company incurs by utilizing a third party service provider for debt collection purposes.

9 WARRANTIES

9.1 The Customer warrants to SOPRO Limited that it has the legal right and authority to enter into and perform its obligations under the Agreement.

9.2 SOPRO Limited warrants to the Customer:

- (a) That it has the legal right and authority to enter into and perform its obligations under the Agreement; and
- (b) That it will perform its obligations under the Agreement with reasonable care and skill; and

9.3 The Customer acknowledges that SOPRO Limited has designed the Website to work with the most common and widely used version of web browser technologies at the Effective Date of this Agreement, and SOPRO Limited does not warrant that the Website will work with any other web browser technology.

9.4 The Customer further acknowledges that SOPRO Limited does not purport to provide any legal advice under the Agreement or in relation to the Website and SOPRO Limited does not warrant that the Website will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

9.5 All of the parties' liabilities and obligations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

10 LIMITED LIABILITY

10.1 SOPRO Limited holds no responsibility for any delays during the completion of the project, caused by any of the following:

- (a) Failure on the Customer's behalf to provide timely feedback or approval of concepts and content.
- (b) Inability to meet the Customer's demands within a reasonable time frame, due to ongoing rejections of the concepts designed.

10.2 SOPRO Limited not be held liable for any Website issues post-delivery that are due to (but are not limited to):

- (a) Script injections or hacking of any kind;
- (b) Viruses / malwares; and
- (c) New technologies developed rendering old technologies obsolete.

10.3 SOPRO Limited will repair, restore or update the Website post-delivery subject to the agreed upon post-delivery hours allocated. Should significant work be required exceeding the agreed upon hours, this work will be subject to hourly charges