Professional services agreement.

Bold Media Group Pty Ltd (ACN 636 449 155) | 70 Breen Street, Bendigo VIC 3550

THE SHORT VERSION

Your phone system, installed and supported.

- We install and support the phone system products and services listed in your Service Schedule.
- Pay outright, through finance, or in monthly instalments by direct debit (in-house rental).
- Add a Bold on Hold package for on-hold and greeting messages if you'd like one.
- Complete outages get a response within 6 business hours. Clause 4 has the details.
- Your calls, numbers and internet are supplied under our Customer Terms, not this agreement.
- If you end it during the minimum term, the payments left for that term become due.

This summary is a guide only. The Core Terms that follow are the agreement.

How this agreement works.

- **Core Terms**
  Apply to every client. Clauses 1 to 10.
- **Service Schedule**
  Your products, pricing and term.
- **Direct debit**
  How your monthly payments are made.
- **One signature**
  Sign once at the end and you're onboarded.

INSTALLED FOR YOU

We install your system and train your team.

CHANGES HANDLED

Moves, adds and changes to your phone system.

ONE HELP DESK

Call 1300 951 854 or email our support team.

Your details.

Who this agreement is between, and what it covers.

BETWEEN

Bold Media Group Pty Ltd (ACN 636 449 155) of 70 Breen Street, Bendigo VIC 3550 ("we", "us", "our"), and the client named below ("you", "your").

THE CLIENT

LEGAL ENTITY NAME (AS ON ABN LOOKUP)	TRADING NAME (IF DIFFERENT)
ABN / ACN	**BUSINESS ADDRESS**
CONTACT NAME	**CONTACT EMAIL AND PHONE**

PAYMENT OPTIONS

Your payment option is ticked in the Service Schedule. All prices in AUD, excluding GST.

Finance	Through a third-party financier. Your finance agreement sets the payments.
Direct debit (in-house rental)	The total split into equal monthly payments over the agreed term, at our discretion.
Outright purchase	50% within 7 days of accepting the proposal, the balance within 7 days of completion.
Bold on Hold	Optional on-hold message package – Starter, Standard or Premium (clause 3).
Support	Help desk on 1300 951 854 or support@boldmediagroup.com.au

BEFORE YOU SIGN

Check the legal entity name matches ABN Lookup – that's the business entering this agreement. If anything is unclear, call us on 1300 951 854 before you sign.

Core terms.

These apply to every client. Clause numbers are referred to throughout.

1 Services.

1.1 We will install and support the products and services listed in the Service Schedule.

1.2 The services may include installation, end-user training, moves, adds and changes to your phone system's configuration, technical support, a managed help desk with ticketing, and account management.

1.3 Telecommunications services, such as phone lines, numbers, calls and internet, are supplied under our Customer Terms (boldmediagroup.com.au/customer-terms), not this agreement.

1.4 We may use contractors and other partners to install and support the services.

2 Payment options.

2.1 Your payment option is ticked in the Service Schedule:

- **Finance:** provided by a third-party financier, such as Capital Finance Australia Ltd, Grenke, Finlease, DLL or Angle Finance, under a rental, chattel mortgage or lease agreement. That agreement is between you and the financier, and its terms apply.
- **Direct debit (in-house rental):** at our discretion, we may accept a recurring monthly direct debit, with the total split into equal payments over the agreed term.
- **Outright purchase:** 50% within 7 days of accepting the proposal, and the balance within 7 days of completing the project.

2.2 If you pay by direct debit (in-house rental), the equipment remains our property until all payments are made. It is at your risk from delivery, so please keep it in good condition and insured.

3 Bold on Hold.

3.1 If a Bold on Hold package is ticked in the Service Schedule, it includes:

Package	What's included
Starter (once off)	1 × 3–5 minute on-hold message, 1 × auto attendant, IVR or greeting message, and 1 × after-hours message. Changes after production are charged at up to $250 ex GST.
Standard (once off)	1 × 3–5 minute on-hold message per year of the contract, 1 × auto attendant, IVR or greeting message, 1 × after-hours message, and pre-recorded public holiday messages for your state. Changes after production are charged at up to $250 ex GST.
Premium (unlimited)	1 × 3–5 minute on-hold message, 1 × auto attendant, IVR or greeting message, 1 × after-hours message, public holiday messages customised for your business, and unlimited changes to all on-hold and notice messages. Fair use applies.

3.2 Send message change requests to messagechange@boldmediagroup.com.au.

4 Support and service levels.

4.1 To log a support request, call 1300 951 854 or email support@boldmediagroup.com.au. Please don't go through your account manager, so requests aren't missed or delayed.

4.2 Business hours are 8.30am to 5.00pm, Monday to Friday, excluding Victorian public holidays. Response times are in business hours.

Priority	What it means	Response
P1 – complete outage	A complete outage that significantly affects your business, for example inbound and outbound calls can't be made.	6 business hours
P2 – fault	A fault that affects day-to-day operation but doesn't stop you operating, for example you can't transfer calls to mobiles.	1 business day
P3 – change request	A change that doesn't affect operation, for example softkey programming.	3 business days

4.3 Travel may affect response times. Phone carriers are outside our control, so we can't guarantee a restore time, but we will manage the fault for you and keep you updated.

5 Fees and payment.

5.1 Your fees are set out in the Service Schedule. All fees exclude GST, and GST is added where it applies.

5.2 Monthly payments are made in advance by direct debit, starting on the Start Date.

5.3 We may change monthly support fees (not equipment prices, instalments or finance payments) by giving at least 30 days' written notice, no more than once in any 12 months. If you don't accept the change, you may stop that service from the date the change takes effect, with no cancellation charge.

5.4 If a payment fails and is not fixed within 14 days after we tell you, we may suspend the services until your account is up to date.

6 Term and ending the agreement.

6.1 This agreement starts when you sign it. The services start on the day your system is installed (the Start Date).

6.2 The minimum term is set out in the Service Schedule. After it ends, this agreement continues month to month.

6.3 You may end this agreement with 30 days' written notice to support@boldmediagroup.com.au.

6.4 If you end it during the minimum term, other than because of our breach:

- if you pay by finance, your finance agreement continues and you must keep paying the financier or pay it out;
- if you pay by direct debit (in-house rental), the remaining payments become due as a lump sum; and
- amounts you have already paid are not refunded.

6.5 Either of us may end this agreement immediately by written notice if the other breaches it and does not fix the breach within 14 days of being told in writing.

7 Liability.

7.1 We provide the services with due care and skill. We do not guarantee that they will be continuous or fault free, or any particular commercial result.

7.2 Nothing in this agreement excludes rights under the Australian Consumer Law that cannot be excluded. Where the law allows, our liability for failing to meet a consumer guarantee is limited to supplying the services again or paying the cost of having them supplied again.

7.3 Our total liability under or in connection with this agreement is limited to the greater of the fees you paid in the 12 months before the claim and the amount you paid for equipment and installation.

7.4 Neither of us is liable to the other for loss of profit, revenue or anticipated savings, business interruption, loss of goodwill, or loss or corruption of data.

7.5 These limits do not apply to fees you owe us, to your indemnity below, to fraud or wilful misconduct by either of us, or to liability that cannot be limited by law.

7.6 You indemnify us against third-party claims, and our reasonable costs of dealing with them, to the extent they arise from:

- content or materials you supply, including any claim that they infringe someone else's rights; or
- your breach of this agreement or of the law.

7.7 Your indemnity is reduced to the extent that we caused or contributed to the loss.

8 Privacy and confidentiality.

8.1 We handle personal information in line with the Privacy Policy in this agreement and the Privacy Act 1988 (Cth).

8.2 Each of us will keep the other's confidential information secure and use it only for this agreement. This includes our pricing and systems, and your business and customer information.

9 Disputes.

9.1 If a dispute arises, either of us may give written notice and we will try to resolve it in good faith within 14 days.

9.2 If it is not resolved, we will try mediation before starting legal proceedings, sharing mediation costs equally.

9.3 This clause does not stop either of us seeking urgent court orders or recovering unpaid fees.

9.4 This agreement is governed by the laws of Victoria.

10 General.

10.1 This agreement, together with your signed quote or proposal, is the whole agreement for the services it covers and replaces earlier discussions. Your quote or proposal sets the products, scope and price.

10.2 If documents conflict, they apply in this order: Special Conditions, the Service Schedule, these Core Terms, your quote or proposal, then the Privacy Policy.

10.3 A Special Condition cannot change clause 7 (Liability) unless it names that clause and is signed by one of our directors.

10.4 If this agreement and our Customer Terms conflict, this agreement applies to the equipment, installation and support it covers, and the Customer Terms apply to telecommunications services.

10.5 Changes to this agreement must be in writing and signed by both of us, except fee changes we notify under the Fees and payment clause.

10.6 If any part of this agreement is unenforceable, the rest continues to apply.

10.7 We may transfer this agreement to a related company or a business that takes over the services, by written notice and with your terms unchanged. You may transfer it only with our consent, which we will not unreasonably refuse.

10.8 Notices must be in writing and may be sent by email to the contact email in this agreement or by post to the address in the Parties section. Our email for notices is hello@boldmediagroup.com.au. An email notice is received when sent, unless the sender gets a delivery failure.

10.9 Clauses about fees owed, content and intellectual property, liability, privacy, confidentiality and disputes continue after this agreement ends.

Your service schedule.

Filled in by Bold Media Group before you sign. All prices in AUD, excluding GST.

PRODUCTS AND SITES

PRODUCTS AND SERVICES

SITE ADDRESS

PAYMENT AND TERM

PAYMENT OPTION (CLAUSE 2)

☐ Finance ☐ Direct debit (in-house rental) ☐ Outright purchase

BOLD ON HOLD PACKAGE (CLAUSE 3)

☐ None ☐ Starter ☐ Standard ☐ Premium

MINIMUM TERM (MONTHS)

MONTHLY PRICE (EX GST)

Start Date: the day your system is installed.

Privacy policy.

Part of this agreement, in line with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

INFORMATION WE COLLECT

- Name, business name, email, phone and billing details.
- Site, user and phone system configuration details.

HOW WE USE IT

- To provide, manage and improve the services.
- To talk with you about your account and services.
- To process payments and keep business records.
- To meet our legal and regulatory obligations.

WHO WE SHARE IT WITH

- Our installation and support partners, and our phone system and carrier providers.
- Our CRM, payment processor and accounting providers.
- We do not sell personal information to anyone.

SECURITY AND DATA BREACHES

- Information is stored on secure, access-controlled systems and kept only as long as needed.
- If a data breach involves information we hold, we will assess it promptly and notify affected people and the OAIC where the Notifiable Data Breaches scheme requires.

ACCESS, CORRECTION AND COMPLAINTS

- You may ask to see or correct the personal information we hold about you.
- If you are not satisfied with how we handle a privacy concern, you can contact the Office of the Australian Information Commissioner (OAIC).

Direct debit and special conditions.

How your fees are paid, and anything extra we've agreed.

DIRECT DEBIT AUTHORISATION

You authorise Bold Media Group Pty Ltd (the "Debit User") to debit the payments under this agreement from the account below, under the direct debit terms on this page.

ACCOUNT HOLDER NAME

FINANCIAL INSTITUTION

BSB

ACCOUNT NUMBER

If the account is held by a different person or company from the client, the account holder must also sign on the signature page.

DIRECT DEBIT TERMS

1. You ask and authorise Bold Media Group Pty Ltd (ABN 77 636 449 155) and its payment agent, GoCardless, to debit the account above for all charges under this agreement.
2. The amount may change from period to period. It is shown on our invoice and debited on or after the invoice due date.
3. You'll keep enough cleared funds in the account on the debit date. A declined debit may attract a dishonour fee and may lead to suspension of some or all services.
4. If a debit date falls on a non-business day, the debit is made on the next business day.
5. We'll give you at least 14 days' notice of any change to the debit arrangements. You can ask us to defer, change, stop or cancel a debit by giving us at least 7 business days' written notice, or dispute a debit with us or your financial institution.
6. Stopping the direct debit does not end this agreement or any amount you owe under it.
7. You'll tell us promptly if your account details change. Call 1300 951 854 to check the date of your next debit.
8. We keep your account details confidential and only use them to administer this direct debit.

SPECIAL CONDITIONS

Where a Special Condition conflicts with the Core Terms, it applies, except it cannot change the Liability clause unless it names that clause and is signed by one of our directors. Write "Nil" if none apply.

Sign here.

One signature from you completes your onboarding.

Ready to go? Sign for the client.

By signing, the client: (a) agrees to this agreement and the signed quote or proposal; (b) accepts the Privacy Policy; and (c) authorises the direct debit. The person signing confirms they are authorised to sign for the client.

SIGNATURE

NAME

TITLE – AUTHORISED SIGNATORY

DATE

Account holder

Only if the bank account is not in the client's name.

SIGNATURE

NAME AND ACCOUNT HOLDER ENTITY

DATE

Accepted for Bold Media Group.

Bold Media Group Pty Ltd (ACN 636 449 155)

SIGNATURE

NAME

TITLE

DATE