

Social media management agreement.

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

THE SHORT VERSION

Your socials, managed for you.

- › We manage your Facebook and Instagram on the plan ticked in your Service Schedule.
- › Month to month. Either of us can end it with 30 days' written notice.
- › Meta ad spend is billed to you directly by Meta. We never mark it up.
- › You make sure everyone featured in your content has given written consent.
- › You own the final content we create for you once it's paid for.
- › One signature covers the agreement, direct debit and Meta ad authorisation.

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

How this agreement works.

- | | |
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| › Core Terms
Apply to every client. Clauses 1 to 13. | › Service Schedule
Your plan and monthly fee. |
| › Direct debit
How your monthly fee is paid. | › One signature
Sign once at the end and you're onboarded. |

MONTH TO MONTH

No lock-in. 30 days' notice to end it.

ADS INCLUDED

Client Films and Bold Films include a managed Meta campaign.

MONTHLY REPORTING

Included on every plan.

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

PLAN COMPARISON
All prices per month, excluding GST. Your plan is ticked in the Service Schedule.

	Static	Client Films	Bold Films
Monthly price	\$399	\$1,650	\$2,990
Content per week	1 static post	2 videos	2 videos
Filming	You supply images	You film (our kit + prompts)	We film on site (Victoria only)
Editing, branding and posting	Included	Included	Included
Captions and hashtags	Included	Included	Included
Managed Meta ad campaign	–	1 campaign always running	1 campaign always running
Flexible add-ons	–	+\$100/video, +\$50/static, +\$250/extra campaign	+\$100/video, +\$50/static, +\$250/extra campaign
Monthly reporting	Included	Included	Included
Setup kit	N/A	\$1,199 + GST one-off	Included

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 provide social media management services on the plan ticked in the Service Schedule.
- 1.2 The services may include content design, copywriting, scheduling and publishing, video editing, page management, monthly reporting and, where your plan includes it, creating and managing Meta advertising campaigns.
- 1.3 We manage your Facebook and Instagram accounts only, unless we agree otherwise in writing.
- 1.4 You give us the access and permissions we need to provide the services, including page roles and advertising access.

2 Fees and payment.

- 2.1 You pay the monthly fee in the Service Schedule, in advance, by direct debit. All fees exclude GST, and GST is added where it applies.
- 2.2 Setup packages and one-off items, including the Client Films setup kit, are payable before the related services start.
- 2.3 Advertising spend is separate from our fee and is billed to you directly by Meta. We do not mark up ad spend.
- 2.4 We may change the monthly fee 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 end this agreement from the date it takes effect, with no cancellation charge.
- 2.5 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.

3 Term and ending the agreement.

- 3.1 This agreement starts on the date you sign it (the Commencement Date) and continues month to month. There is no minimum term.
- 3.2 Either of us may end this agreement with 30 days' written notice.
- 3.3 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.
- 3.4 When this agreement ends, we will return administrative control of your accounts and give you any content already produced and paid for.

4 Your responsibilities.

- 4.1 You will complete our onboarding form within 48 hours of receiving it.
- 4.2 You will give us timely access, information, images and approvals so we can provide the services.
- 4.3 If you haven't supplied the content we need, we will use our best endeavours to repurpose existing or available content, but we don't have to. Delays in supplying material or approvals don't reduce your fee.
- 4.4 You confirm that material you supply is accurate, lawful and doesn't infringe anyone else's rights.

5 Content and approvals.

- 5.1 We will prepare content that suits your brand and any guidelines you give us.
- 5.2 Where we agree an approval process, content not responded to within the agreed window may be published at our discretion to keep your posting schedule on track.
- 5.3 You may ask for reasonable revisions within the scope of your plan.

6 Consent from people in content.

- 6.1** Before anyone who is a featured or identifiable subject appears in content filmed, supplied, edited or published under this agreement, you must have their valid, current, informed and written consent (or, if they are under 18 or can't consent, the consent of a parent or person lawfully authorised to consent for them). The consent must cover:
- › filming, photographing or recording their voice; and
 - › publishing that content on Facebook, Instagram and any other channel we use to provide the services.
- 6.2** Where content shows a person's health, disability or other sensitive information, the consent must expressly cover collecting, using, disclosing and publishing that information.
- 6.3** Consent isn't needed for members of the public who are only incidentally in the background of content filmed in a public place, are not a featured subject and have no reasonable expectation of privacy. It is needed for any featured subject, anyone filmed in a private setting (such as a treatment, consulting or care room), and anyone whose health, disability or other sensitive information is shown.
- 6.4** You will give us a copy of any consent on request, and keep each consent for as long as the content is published and for at least 7 years afterwards.
- 6.5** We don't have to film or publish content featuring an identifiable person unless you have confirmed that the consent is held. We may decline to film or publish, pause, or remove content if we reasonably believe a consent is missing, unclear, insufficient or withdrawn. That doesn't entitle you to a fee reduction or refund.
- 6.6** If someone withdraws consent, you will tell us as soon as practicable. We will take reasonable steps to stop using the content and, where practical, remove it from channels we control. Published content may already have been copied or shared and can't always be fully removed.
- 6.7** You are responsible for obtaining, verifying and holding all consents. We don't verify consents or give legal advice on them. Any sample consent form we provide is general information only, not legal advice.

7 Meta advertising.

- 7.1** Where your plan includes managed advertising, one Meta ad campaign runs at any one time – a single, continuously running campaign rather than a new campaign each month.
- 7.2** Additional campaigns, beyond the one continuously running campaign, are \$250 per month each.
- 7.3** Meta controls delivery, reach and cost, so results are not guaranteed.
- 7.4** You confirm the payment method on your Meta account is valid and authorised for ad charges.

8 Intellectual property.

- 8.1** Once paid in full, you own the final published content created specifically for you.
- 8.2** We keep ownership of our templates, systems, processes and any pre-existing material used to provide the services.
- 8.3** We may use published content and anonymised performance results in our own marketing, unless you tell us in writing not to.

9 Liability.

- 9.1** 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.
- 9.2** 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.
- 9.3** Our total liability under or in connection with this agreement is limited to the fees you paid in the 12 months before the claim.
- 9.4** 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.
- 9.5** 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.

- 9.6** You indemnify us against third-party claims, and our reasonable costs of dealing with them, to the extent they arise from:
- › material or information you supply, or that is supplied on your behalf; or
 - › any failure to obtain or hold a consent required by clause 6, including any claim by a person appearing in content that their image, voice, likeness or personal or sensitive information was used without consent.
- 9.7** Your indemnity is reduced to the extent that we caused or contributed to the loss.

10 Privacy and confidentiality.

- 10.1** We handle personal information in line with the Privacy Policy in this agreement and the Privacy Act 1988 (Cth).
- 10.2** 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.

11 Disputes.

- 11.1** If a dispute arises, either of us may give written notice and we will try to resolve it in good faith within 14 days.
- 11.2** If it is not resolved, we will try mediation before starting legal proceedings, sharing mediation costs equally.
- 11.3** This clause does not stop either of us seeking urgent court orders or recovering unpaid fees.
- 11.4** This agreement is governed by the laws of Victoria.

12 Assignment and future entity.

- 12.1** The services are currently provided by Bold Media Group Pty Ltd.
- 12.2** We intend, on reaching agreed growth milestones, to set up a separate company (expected to be Bold Media Social Pty Ltd) to carry on the Bold Media Social business.
- 12.3** We may transfer this agreement, in whole or in part, to that company or to any related company or successor, by written notice and without needing your further consent. The new company takes on our rights and obligations, and your terms, including price, are unchanged.

13 General.

- 13.1** 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.
- 13.2** If documents conflict, they apply in this order: Special Conditions, the Service Schedule, these Core Terms, your quote or proposal, then the Privacy Policy.
- 13.3** A Special Condition cannot change clause 9 (Liability) unless it names that clause and is signed by one of our directors.
- 13.4** 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.
- 13.5** If any part of this agreement is unenforceable, the rest continues to apply.
- 13.6** 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.
- 13.7** 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.
- 13.8** 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.

YOUR PLAN

PLAN

☐ Static (\$399/month) ☐ Client Films (\$1,650/month) ☐ Bold Films (\$2,990/month)

MONTHLY FEE (EX GST)

META AD MANAGEMENT

☐ Included (Client Films, Bold Films) ☐ Not included (Static)

SETUP KIT (CLIENT FILMS ONLY)

☐ Yes (\$1,199 + GST) ☐ No

ADDITIONAL CAMPAIGNS (NUMBER)

HOW IT RUNS	
Platforms	Facebook and Instagram
Term	Month to month
Commencement Date	The date you sign this agreement
Payment method	Direct debit, monthly in advance

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.
- › Access credentials and page roles for the accounts we manage.
- › Content, images and information you supply for publication.
- › Performance and analytics data from the platforms we manage.

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

- › Meta Platforms (Facebook and Instagram) for publishing and advertising.
- › Design, scheduling, analytics and reporting tools used to provide the services.
- › 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 monthly fee and any agreed one-off charges 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, the plan in the Service Schedule and any Special Conditions; (b) accepts the Privacy Policy; (c) authorises the direct debit; (d) authorises Bold Media Group to run Meta advertising under clause 7; and (e) confirms it is responsible for obtaining and holding all consents for people in content under clause 6. 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