

Website build and management agreement.

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

THE SHORT VERSION

Simple terms, written plainly.

- › Hosting is month to month. Either of us can end it with 30 days' written notice.
- › We build your site to your quote, then host it and keep it up to date for a monthly fee.
- › Pay for your build upfront, or over 12 months. If you pay over 12 months and leave early, the instalments left become due.
- › Changes to your existing content are unlimited and done within 7 business days.
- › Your content is yours. If you leave, you can buy an export of your site for \$500 + GST.
- › We build and test to industry practice, but no website can be made completely secure.

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 17. | › Service Schedule
Your pricing and site details, filled in by us. |
| › Schedules A and B
Only apply if ticked in your Service Schedule. | › One signature
Sign once at the end and your onboarding is done. |

MONTH TO MONTH

Hosting has no minimum term.
30 days' notice to end it.

UNLIMITED CHANGES

Updates to your existing pages
and content are included.

PLAIN ENGLISH

If anything is unclear, call us
before you sign.

Your details.

Who this agreement is between, and what it costs.

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

PRICING SUMMARY

All prices in AUD, excluding GST.

Website build (design and build)	Paid upfront (50% to start, balance before go-live) or over 12 months – as set out in the Service Schedule
Hosting and unlimited changes	Monthly fee as set out in the Service Schedule
Quarterly SEO optimisation	Optional add-on, as set out in the Service Schedule
Change turnaround	Within 7 business days of your request and materials
Domain name and business email	Not included – quoted separately if you need us to provide them
Ongoing security monitoring	Not included unless a support plan is listed in the Service Schedule
Website export if you leave	\$500 one-off, once the build is paid in full

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 design, build, host and manage a website for you, to the scope in your written quote or proposal.
- 1.2 We build and manage the website with AI-assisted tools, mainly the Lovable platform. A person at Bold Media Group reviews the work before it goes live.
- 1.3 The website runs on third-party platforms (see clause 9), not on our own servers.
- 1.4 You will give us the access, information and materials we reasonably need to do the work.
- 1.5 Your domain name and business email are not included. If you need us to register or host your domain, we will quote it separately.
- 1.6 We do not build online stores or websites that take payments online.

2 Site tier.

- 2.1 Every site has a tier, recorded in the Service Schedule.

Tier 1 – Information site	Pages, images and an enquiry form that is emailed to you. No logins and no visitor information stored on the site.
Tier 2 – Data site	Anything that stores information, such as saved enquiries, bookings, customer logins, a member area or file uploads.
Tier 3 – Sensitive information	A Tier 2 site that also collects health, disability or financial information.

- 2.2 Adding a login, database, saved enquiries, member area or file uploads changes your site's tier. That is new work and is not covered by the monthly fee. We will quote it before we start, and the new tier must be agreed in writing.
- 2.3 Schedule A applies to Tier 2 and Tier 3 sites. Schedule B applies to any site that collects health, disability or financial information.

3 Website build.

- 3.1 The scope, features and build price are set out in your written quote or proposal.
- 3.2 You choose how to pay for the build in the Service Schedule: (a) upfront, with a 50% deposit before we start and the balance before the site goes live; or (b) over 12 months, with the monthly build instalment in the Service Schedule paid for 12 months from the Go-Live Date.
- 3.3 Work you ask for beyond the agreed scope may be quoted and charged separately. We will tell you before doing any work that costs extra.
- 3.4 You will supply your content, images and branding in reasonable time. Delays in supplying them may delay the go-live date.
- 3.5 We build to reasonable practice, but we do not guarantee the site meets WCAG or Disability Discrimination Act accessibility standards unless accessibility work is included in your quote.
- 3.6 If you pay over 12 months and this agreement ends before all 12 instalments are paid, the unpaid instalments become due when it ends, unless it ends because of our breach.

4 Hosting and unlimited changes.

- 4.1 Once the site is live, we host it for the monthly fee in the Service Schedule.
- 4.2 Unlimited changes means updates to your existing content and pages, such as text, images, prices, opening hours and layout tweaks.
- 4.3 The monthly fee does not cover new features, new tools such as calculators or configurators, complete rebuilds or a change of tier. We will quote these separately.

- 4.4** Unless a support plan is listed in the Service Schedule, the monthly fee also does not cover ongoing security monitoring, security scanning after go-live, patching and dependency updates, penetration testing, re-testing, or responding to security incidents. We charge for this work at our hourly rate in the Service Schedule.
- 4.5** We fix defects in our own build work at no charge. A defect is something we built that does not work as described in your quote. Changes needed because of new security threats, platform changes or third-party updates are not defects.
- 4.6** We will action a change request within 7 business days of receiving the request and any materials needed to complete it.
- 4.7** If quarterly SEO optimisation is ticked in the Service Schedule, each quarter we review your Google search data and add or improve pages and articles to help more people find you. It is charged monthly at the price in the Service Schedule, on top of the monthly fee, and either of us can stop it with 30 days' written notice.

5 Fees and payment.

- 5.1** The monthly fee, and any build instalments or add-ons, are payable monthly in advance by direct debit, starting on the Go-Live Date.
- 5.2** If you pay for the build upfront, the deposit and balance are payable as set out in clause 3.2, by direct debit or invoice.
- 5.3** All fees exclude GST. GST is added where it applies.
- 5.4** We may change the monthly fee by giving you at least 30 days' written notice, but not more than once in any 12 months. If you do not accept the change, you may end this agreement from the date the change takes effect, with no cancellation charge.
- 5.5** If a payment fails and is not fixed within 14 days after we tell you, we may suspend the site until your account is up to date. We are not responsible for loss caused by a suspension under this clause.

6 Term and ending the agreement.

- 6.1** This agreement starts on the date you sign it (the Commencement Date) and continues month to month. There is no minimum term.
- 6.2** Either of us may end this agreement by giving 30 days' written notice.
- 6.3** 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.
- 6.4** After this agreement ends, we keep the site online for 14 days so you can arrange an export or a move. After that we take it offline.
- 6.5** If we end this agreement for any reason other than your breach, we refund any monthly fee you have paid for the period after it ends.
- 6.6** Once the build is paid in full, you may buy an export of the site for a one-off fee of \$500 plus GST. The export includes the site's code and your content. It does not include our credentials, API keys or accounts with third parties; we remove or replace these before handing it over. An exported site needs a new host and may need further work to run outside Lovable.
- 6.7** We keep a copy of the site's code for 90 days after this agreement ends, then delete it.

7 Content and consent.

- 7.1** You confirm that you own, or have permission to use, all content and materials you give us, and that publishing them will not infringe anyone else's rights.
- 7.2** If your content shows an identifiable person, you confirm you have their consent to publish their image, voice or details.
- 7.3** You are responsible for making sure the content you supply is accurate and lawful.
- 7.4** We may decline to publish content we reasonably believe is unlawful, and will tell you why.

8 Intellectual property.

- 8.1 Once the build is paid in full, you own the content you supplied and the final text and images created specifically for your site.
- 8.2 We and our platform providers keep ownership of the underlying platforms, templates, systems, code, tools and pre-existing material used to build and run the site.
- 8.3 While this agreement is in place, you have a licence to use the site as we build, host and manage it.
- 8.4 If you buy an export under clause 6.6, you get a permanent, non-exclusive licence to use, change and host the exported code for your own business. You may not resell or sublicense it.
- 8.5 We may show your site in our portfolio and marketing unless you tell us in writing not to.

9 Third-party platforms.

- 9.1 Your site depends on third-party providers, including Lovable for building and hosting, and depending on the site, providers for domain and security services, databases, email delivery, analytics, booking, review widgets and payments. The main providers for your site are listed in the Service Schedule.
- 9.2 We use reputable providers and take reasonable steps to keep your site available and to fix problems promptly.
- 9.3 We are not responsible for outages, changes, discontinuation, security incidents or data breaches at a third-party provider that are outside our reasonable control. If one affects your site, we will tell you what we know and help under clause 13.
- 9.4 Widgets you ask for, such as review feeds, social feeds or booking tools, may set cookies or collect visitor information. You are responsible for any cookie or privacy notice the law requires for them. We can add a notice for you if asked.

10 Security.

- 10.1 We build and test your site to reasonable industry practice and run the security checks suited to its tier before it goes live. We will give you the results on request.
- 10.2 No website can be made completely secure. We do not promise that your site is free of vulnerabilities or cannot be breached.
- 10.3 Some security settings are controlled by the platform rather than by us. If a platform does not allow a setting, that is a platform limit and not a breach of this agreement. We will tell you if it affects your site.
- 10.4 We are not responsible for security problems caused by:
 - › changes to the site made by you or anyone you authorise, other than us;
 - › widgets, plugins or services added at your request after we advised against them in writing; or
 - › credentials you have shared or not kept secure.

11 Backups and access.

- 11.1 We keep a copy of your site's code outside the hosting platform.
- 11.2 That copy is code only. It is not a backup of form submissions, stored data, analytics or anything held by a third party. Backups of stored data for Tier 2 and Tier 3 sites are set out in Schedule A.
- 11.3 If your site needs to be restored, we will take reasonable steps to do it promptly, but we cannot guarantee a restore within a set time.
- 11.4 You confirm you are entitled to give us the access you give us. Each of us will keep credentials secure, and you will tell us promptly if you think any credentials for your site have been compromised.
- 11.5 We are not responsible for access to your site gained through credentials you shared or did not keep secure.

12 Privacy.

- 12.1 We handle personal information in line with the Privacy Policy in this agreement and the Privacy Act 1988 (Cth).
- 12.2 Information that visitors submit through your site belongs to you. You are responsible for how it is collected and used, including having a privacy policy on your site where the law requires one. We handle it only to provide the services.

- 12.3** On a Tier 1 site, enquiry form submissions are sent to you by email through an email delivery provider. We do not keep them in a database we manage. The email delivery provider keeps delivery records for a limited time under its own terms.
- 12.4** You will tell us before asking us to collect any new type of personal information on your site.
- 12.5** Schedule B sets out extra obligations where your site collects health, disability or financial information.

13 Security incidents.

- 13.1** Each of us will tell the other as soon as reasonably possible, and within 2 business days, after becoming aware of an actual or suspected security incident affecting your site or its visitors' information.
- 13.2** When we become aware of an incident, we will:
- › take the site, or the affected part, offline if needed to limit harm;
 - › change the credentials and keys we control;
 - › keep the logs we have access to; and
 - › tell you what we know.
- 13.3** Our time responding to an incident is charged at our hourly rate unless your support plan covers it. There is no charge if the incident was caused by our failure to meet clause 10.1.
- 13.4** You decide whether an incident is an eligible data breach under the Privacy Act, and whether to notify the Office of the Australian Information Commissioner and affected people. We will give you the information we reasonably have to help you decide. This does not limit any obligation we have under the Privacy Act ourselves.

14 Liability.

- 14.1** We provide the services with due care and skill. We do not guarantee any particular commercial result, search ranking, traffic or sales.
- 14.2** 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.
- 14.3** Our total liability under or in connection with this agreement is limited to the greater of:
- › the monthly fees you paid in the 12 months before the claim; and
 - › the build fee you paid.
- 14.4** 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. This does not apply to loss of data caused by our failure to follow Schedule A.
- 14.5** The limits in clauses 14.3 and 14.4 do not apply to fees you owe us, to your indemnity in clause 14.6, to fraud or wilful misconduct by either of us, or to liability that cannot be limited by law.
- 14.6** 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, or rights or consents you did not hold under clause 7;
 - › your breach of privacy law in how you collect, use or disclose personal information through your site;
 - › personal information you required the site to collect after we advised against it in writing;
 - › changes to the site made by you or anyone you authorise, other than us; or
 - › your decision to go ahead with work we advised in writing was outside your site's tier or not recommended.
- 14.7** Your indemnity is reduced to the extent that we caused or contributed to the loss.

15 Confidentiality.

- 15.1** 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.

16 Disputes.

- 16.1** If a dispute arises, either of us may give written notice and we will try to resolve it in good faith within 14 days.
- 16.2** If it is not resolved, we will try mediation before starting legal proceedings, sharing mediation costs equally.

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

16.4 This agreement is governed by the laws of Victoria.

17 General.

17.1 This agreement, together with your signed quote or proposal, is the whole agreement for website services and replaces earlier discussions.

17.2 Your signed quote or proposal sets the scope and price of your build. If documents conflict, they apply in this order: Special Conditions, the Service Schedule, Schedules A and B, these Core Terms, your quote or proposal, then the Privacy Policy.

17.3 A Special Condition cannot change clauses 10, 12, 13 or 14 unless it names the clause and is signed by one of our directors.

17.4 This agreement covers website services only. Our published Customer Terms apply to telecommunications services and do not apply to website services.

17.5 Changes to this agreement must be in writing and signed by both of us, except fee changes under clause 5.4.

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

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

17.8 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. An email notice is received when sent, unless the sender gets a delivery failure. Our email for notices is hello@boldmediagroup.com.au.

17.9 Clauses 6.4 to 6.7, 7, 8, 12, 13, 14, 15 and 16 continue after this agreement ends.

Your service schedule.

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

PRICING

How you're paying for the build (clause 3.2)

☐ Upfront ☐ Over 12 months

WEBSITE BUILD COST

DEPOSIT TO START (50%) – UPFRONT ONLY

MONTHLY BUILD INSTALMENT – 12 MONTHS ONLY

HOSTING AND UNLIMITED CHANGES (PER MONTH)

Quarterly SEO optimisation (clause 4.7)

☐ Yes ☐ No

SEO PRICE (PER MONTH)

HOURLY RATE FOR WORK OUTSIDE THE MONTHLY FEE

YOUR SITE

Site tier (clause 2)

☐ Tier 1 ☐ Tier 2 ☐ Tier 3

Schedule A – Data handling attached

☐ Yes ☐ No

Ongoing security support plan

☐ No ☐ Yes

Main third-party providers (clause 9)

Lovable (build and hosting)

Accessibility work included (clause 3.5)

☐ Yes ☐ No

Schedule B – Sensitive information attached

☐ Yes ☐ No

SUPPORT PLAN NAME AND MONTHLY PRICE

OTHER PROVIDERS

HOW IT RUNS

Change turnaround

Within 7 business days of the request and materials

Payment method

Direct debit, monthly in advance

Go-Live Date (monthly billing starts)

The date we confirm by email that the site is live

Domain name and business email

Not included – quoted separately if needed

Commencement Date

The date you sign this agreement

Schedules A and B.

These only apply if they're ticked in your Service Schedule.

SCHEDULE A – DATA HANDLING (TIER 2 AND TIER 3)

INFORMATION THE SITE STORES

WHERE IT IS STORED (PROVIDER AND REGION)

WHO CAN ACCESS IT

HOW LONG IT IS KEPT

BACKUPS (HOW OFTEN, HOW LONG KEPT)

HOW YOU GET A COPY OF YOUR DATA

Download from the site's admin area, or on request from us

- A.1

We will set up storage as described above.
- A.2

We back up stored data as described above, and check at least every 6 months that a backup can be restored.
- A.3

We limit access to stored data to our staff who need it, and use multi-factor authentication wherever the platform supports it.
- A.4

Stored data is deleted at the end of the period above, unless you ask us in writing to keep it longer or the law requires otherwise.
- A.5

You decide what information the site needs to collect and how long it must be kept to meet your own legal obligations.
- A.6

When this agreement ends, we will give you a copy of your stored data in a common format, such as CSV, at no charge if you ask within the 14 days in clause 6.4. We delete it from our systems within 90 days after the agreement ends.

SCHEDULE B – SENSITIVE INFORMATION

Covers sites that collect health, disability or financial information, such as referral or intake forms, NDIS details or credit applications.

- B.1

You acknowledge that the Privacy Act small business exemption does not apply to health service providers, including NDIS providers, or to businesses that trade in personal information, whatever their turnover. You will comply with the Privacy Act for information collected through your site.
- B.2

You will give us a collection notice to place on or beside every form that collects this information, and you will keep a privacy policy on your site.
- B.3

The site will collect only the information you tell us in writing it needs. We recommend collecting the minimum needed.
- B.4

Sensitive information is stored as set out in Schedule A and is not sent in full by email. Email notifications tell you a new submission has arrived without including the sensitive details.
- B.5

You will tell us before changing what sensitive information the site collects.

Privacy policy.

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

INFORMATION WE COLLECT FROM YOU

- › Name, business name, email, phone and billing details.
- › Content, images and information you supply for the website.
- › Access credentials needed to build, host and manage the website.
- › Website analytics and performance data.

HOW WE USE IT

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

INFORMATION FROM VISITORS TO YOUR WEBSITE

- › Information visitors submit through your site belongs to you, and you are responsible for it under your own privacy obligations.
- › We handle it only to deliver it to you, store it where Schedule A applies, and keep your site running.
- › We do not use it for our own marketing or share it with anyone except the providers needed to run your site.

WHO WE SHARE INFORMATION WITH

- › Lovable and the other platform providers used to build, host and run your website.
- › Email delivery, analytics and reporting tools used to deliver 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 we become aware of a data breach involving information we hold, we will assess it promptly and notify affected people and the Office of the Australian Information Commissioner 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.
- › Privacy concerns can be raised with us. If you are not satisfied with our response, 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, any build instalments and any agreed one-off charges under this agreement from the account below, under the Direct Debit Service Agreement 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 SERVICE AGREEMENT

- › **Drawings:** the monthly fee is drawn monthly in advance on or around the billing date. One-off charges, including the build deposit and balance, are drawn when due.
- › **Changes:** we will give at least 14 days' notice of any change to drawing arrangements.
- › **Your rights:** you may ask us to defer, change, stop or cancel a drawing by giving at least 7 business days' written notice, or dispute an incorrect drawing with us or your financial institution.
- › **Your responsibilities:** make sure the account accepts direct debits and has enough funds on the drawing date. Dishonour fees may be passed on to you.
- › **Privacy:** your account details are kept confidential and used only to process payments under this agreement.

SPECIAL CONDITIONS

Where a Special Condition conflicts with the Core Terms, it applies, except it cannot change clauses 10, 12, 13 or 14 unless it names the clause and is signed by one of our directors (clause 17.3). 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