

TERMS OF USE & DISCLAIMER CONIO INNOVATIONS! AUSTRALIA PTY LTD ABN: 66 166 419 870 Trading as BELOCAL TODAY

1. DEFINITIONS

1.1 COMPANY means CONIO INNOVATIONS! AUSTRALIA PTY LTD ABN: 66 166 419 870 Trading as BELOCAL TODAY its successors, assigns, or any person or entity acting on behalf of and/or with the authority of Belocal Today Pty Ltd with its registered office at C/- Suite 2, Level 2, Short Street, Southport QLD 4215. Also referred to in this agreement as "We", "Us", and "Our".

1.2 WEBSITE means www.belocal.today.

1.3 AGREEMENT means these Terms and Conditions.

1.4 SERVICES shall mean all marketing services provided by BeLocal to You pursuant to: (i) Belocal Today Digital Marketing Campaign; (ii) Telephone Call Tracking and Monitoring Service; or (iii) Belocal Today Organic Search Content Marketing Campaign, and including, but not limited to: A. Organic search content marketing; B. Google Pay Per Click; C. Social media; D. Reputation management and conversion; E. Branding and positioning; F. responsive website design and development; and G. public relations and monitoring services. e) PRICE means the costs of Services as agreed between BeLocal and the Client as set out in this Agreement. f) PERSON shall include a firm, corporation or body corporate. Also referred to as "Party". g) CLIENT means the person entering into this Agreement being BeLocal's customer in whose name the credit card and account is conducted. Also referred to in this agreement as "You" and "Your". h) INTERNET PROPERTY is any website, responsive website, iPhone, iPad, tablet or mobile device application (apps) or any other virtual (cloud based) management system.

2. INTERPRETATIONS In this Agreement, unless the contrary intention appears:

2.1 headings are for ease of reference only and do not affect the meaning of this Agreement;

2.2 the singular includes the plural and vice versa and words importing gender include other genders;

2.3 other grammatical forms of defined words or expressions have corresponding meanings;

2.4 a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph of, schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexure;

2.5 a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;

2.6 a reference to "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;

2.7 a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;

2.8 a reference to a Party includes its executors, administrators, successors and permitted assigns;

2.9 words and expression defined in the Corporations Act 2001 (Cth) as at the date of this Agreement have the meanings given to them in the Corporations Act 2001 (Cth) at that date; and

2.10 a reference to writing includes email, typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form;

2.11 a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;

2.12 a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;

2.13 the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;

2.14 any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;

2.15 any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;

2.16 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of this Agreement; and

2.17 if a day on or by which an obligation must be performed or an event must occur is not a business day in the location of the Service Provider' address, the obligation must be performed or the event must occur on or by the next business day in the location of the Service Provider' address

3. GOVERNING CONDITIONS

3.1 These Terms and Conditions shall apply to the supply of Services by BeLocal to You.

3.2 All orders, however made, are accepted upon these Terms and Conditions, which shall override any Terms and Conditions incorporated or referred to by You in writing, orally or otherwise.

3.3 It is expressly agreed that no variation or alteration of this Agreement shall be effective unless in writing and signed by a duly authorised signatory of each Party.

3.4 No failure by BeLocal to object to any Terms and Conditions incorporated or referred to by You in writing, orally or otherwise shall be deemed a waiver of these Terms and Conditions or an acceptance of the Terms and Conditions by BeLocal.

4. EMPLOYEE'S AUTHORITY; Without the written consent of BeLocal first obtained, no employee, agent or sales representative of BeLocal has the authority to attend, alter or enlarge these Terms and Conditions.

5. ACCEPTANCE

5.1 Any instructions received by BeLocal from You for the supply of Services and/or Your acceptance of Services supplied by BeLocal, shall constitute acceptance of the Terms and Conditions contained herein.

5.2 Placing an order presumes knowledge and acceptance of these Terms and Conditions.

5.3 Where more than one Party has entered into this Agreement, the Parties shall be jointly and severally liable for all payments of the Price.

5.4 None of BeLocal's agents, employees, representatives or subcontractors are authorised to make any representations, statements, conditions or agreements not expressed or authorised by the manager of BeLocal in writing nor is BeLocal bound by any such unauthorised representations, statements, conditions or agreements.

5.5 To supply BeLocal all previously created domains, hosting, existing profiles or functional account details relevant to the package. BeLocal is not responsible nor has any control over previously created items. Domain, hosting and profiles. Credential recovery incurs a \$297 + GST charge.

5.6 To supply the marketing briefing document that clearly outlines the details of the business and its intricacies. This must be supplied a minimum of two(2) working days before the Marketing Brief or the Marketing Briefing will be rescheduled or it will add a minimum of one week to the delivery time-frame.

5.7 Attend the Marketing Brief at the Southport office with BeLocal team members. BeLocal will at it's own discretion make alternative arrangements if necessary. This can be done by Skype or Conference phone call at the companies discretion.

5.8 By not supplying, communicating sufficient or functional information including technical details can result in the delay of the delivery process. Potential charges for modifications or revisions that result from this may apply at \$100 per hour, + GST.

5.9 The Client needs to be involved and proactive with the ongoing long term goals of the campaign as outlined by the retention team. These include but are not limited to; 2 google reviews per month, approval of ongoing content in no more than 10 days.

5.10 If BeLocal has not had any communication from the client for more than 10 working days the delivery and ongoing component of the package will be placed on hold. The payment plan will still remain in place as per the original order form and /or ezidebit agreement.

5.11 Dynamic functions, databases or any other features or plug ins are not included in the scope of the package. Requests for these functions can be quoted as an 'add on' feature.

5.12 BeLocal will not tolerate, under any circumstances verbal abuse, bullying nor any inappropriate behavior. If this happens BeLocal will not continue any work until the client communicates and supplies what is needed in a professional and respectful manner. If this continues BeLocal reserves the right to cancel the agreement with no refund of any work completed to date.

7. DIGITAL MARKETING TRAFFIC GUARANTEE

BeLocal Today offers a 100% Money Back Guarantee marketing campaign based on the following results / traffic -

Webmax: Year 1:

1,500 website traffic from Organic Search and Referral sources
5,000 Views of Google+ Business page

LocalMax: Year 1:

1,750 website traffic from Organic Search and Referral sources
5,000 Views of Google+ Business page

RenewMax Guarantee (from Year 2 Onwards):

2,000 website traffic from Organic Search and Referral sources
6,000 Views of Google+ Business page

7.1 If this guarantee is not met, a full refund of the total package will be deposited to an agreed account or credit given, whichever the client will choose. Any refund will be made at the discretion of BeLocal and from agreement of BeLocal that the guarantee has not been met. If a refund is agreed upon it will be paid weekly over a 6 month payment plan. All items created in the package will revert back to BeLocal's ownership and taken offline.

7.2 "Year 1 Guarantee" defines a full 12 months from the site going live "RenewMax Guarantee" defines a complete 12 month period after initial Year 1 completed

7.3 This guarantee is void if any outsourced changes made to the website, Google+ listing, Citations (directories) or any other activities without authority from the BeLocal in writing. It is also voided if the client has failed to deliver or approve any critical items required that will effect the guarantee. Specifically Google reviews, approval of blog posts and social media posts and testimonials.

7.4 This traffic is to include a combination of both Australian "referral" and "organic" and will be proved / justified by Google analytics and Google My Business (a 3rd party, independent reporting tool provided by Google).

7.5 All guarantee will also be dependent on the client achieving items required during the retention stage as outlined in all items of section 9.

7.6 Client understands that the package is an 'organic' traffic solution and that is a long term strategy. The understanding that traffic grows exponentially and gradually over time from the site going live. Traffic will not be present from the day of the site launch.

7.7 The guarantee does not include ranking and leads. While BeLocal can improve ranking through the retention process, this is not a metric that the traffic guarantee covers.

7.8 The Client needs to be involved and proactive with the ongoing long term goals of the campaign as outlined by the retention team. These includes but are not limited to; 2-3 google reviews per month, approval of ongoing content in no more than 10 days. If approval has not been supplied inside 10 days of requesting approval BeLocal reserve the right to post content as is to ensure traffic guarantee is met.

7.9 The Client understands that during the Retention, Traffic Delivery, stage that BeLocal will update the client a minimum of once per month and the Client will receive a traffic and activity report via email. All requests for updates or other information must be directed to the 'Retention Account Manager'.

7.10 Traffic guarantees do not apply to custom or Adword (PPC) packages.

7.11 Some professional clients can't give reviews etc and this effects the traffic guarantee. This particularly an issue for the Medical Industry.

7.12 Where a business has more than one location. WebMax and/or LocalMax will only deliver the traffic guarantee to one location stated by the client at the commencement of the project. A FranchiseMax package for each location is required if a traffic guarantee is desired by the client.

7.13 If the client has multiple or more than one website on different domains, all other live sites must be either closed down or redirected to the one main site that BeLocal will be delivering the traffic guarantee to.

8. LOCAL MAX WEBSITE CONTENT CHANGES Where a Client's website has not been designed, developed or managed by BeLocal (in the case of LocalMax), the Client understands that any changes to their business website or contact details must be communicated to BeLocal prior to being implemented or set to go live. The Client understands that failure to inform BeLocal prior to any changes being made, and individually validated thereafter, will likely have an adverse impact on the performance of their Services.

8.1 The site changes for the LocalMax package does not include updates to the current site. The 'Content' changes are inside the scope of LocalMax and/or at the companies discretion.

9. DELIVERY TIME-FRAME A project is normally completed and launched live on the Internet on average of 60 days. This time frame is commenced from the completion of the Marketing Briefing session and if all information is adequately supplied to BeLocal. BeLocal understands that clients will get busy from time to time and this time-frame is dependant on the client approving items and ensuring that all information is supplied in the briefing. Any new requests from the Client will have a lead time of two to three working days to commence to account for the current work in progress allocation to all other clients. It is at BeLocal's discretion to alter this time-frame.

10. PROJECT REVISIONS & MILESTONE SIGN OFF.

10.1 Any changes to a signed off milestone during the delivery process will set the project behind in the delivery. It is the clients responsibility to ensure BeLocal has been fully updated, communicated and supplied all necessary items before each milestone is complete. BeLocal, at its discretion, will reset the delivery time-frame backwards based on the delay caused from the Clients request. BeLocal will also need to charge extra to 'redo' any completed work that is related to this and the Client will be notified before any 'redone' work is commenced or will be approaching this situation.

10.2 A 'Milestone' sign off is only achieved upon receiving an email response from the client to our official sign off email. A verbal authorisation is not considered a sign off.

10.3 BeLocal will make a maximum of two rounds of revision in relation to website page design layout and copy-writing. Design layout, copy-writing and after the two rounds of revision will be charged at \$100 + GST per hour. All revisions must be made during the design and copy stage. BeLocal will make modifications during development stage at its own discretion. Each review feedback must be supplied in one email at once to clearly outline the review request. BeLocal will at its own discretion arrange a meeting or take review feedback over the phone. The 30mins of website updates are strictly only minor content changes.

10.4 Blog & Social Media posts are strategically related to the traffic guarantee and, as per the website copy, written based on keywords. BeLocal will make one revision after one revision will be charged at \$100 + GST per hour. If the Client has failed to approve any blog or social media content inside 12 days BeLocal reserves the right to post them 'as is' and the Client forfeits any alteration requests.

10.5 If the Clients business has any technically specific details about their product and services the Client must supply this content 'as is'. BeLocal cannot take responsibility to understand these specific items as the Client is the expert on their industry not BeLocal. BeLocal will endeavour to work with you to understand these topics enough to write the required content as per the project scope.

10.6 BeLocal will use 'Stock' Images as needed for the project. Any images supplied by the client will be used 'as is' and does not include image editing. An image needs to be supplied in high resolution of 300dpi and the relevant dimension to be used on the site.

10.7 The Development stage is 10 to 14 working days to code the site based on the approved Design & Copy sign off. Once the site is coded the Quality testing requires a further 3 working days to complete. Once Quality testing is complete the client is sent a test link that is located on BeLocal's private server.

10.8 Upon the approval of the test link the Deployment of the site to the live hosting and changing of DNS will require up to 2 working days.

11 Directory Listings do typically amount to 60. This includes your social profiles, local map listing and other local and national directories. Directories are created over a five month period from the site going live at 15 month 1, 15 month 2, 10 month 3, 10 month 4, 10 month 5. BeLocal can only report on 35 major directories because some directories are not forthcoming with information and BeLocal cannot be held responsible for these directories behaviour.

12 SOCIAL MEDIA PROFILES

12.1 Social Media profiles are created if they are not created already. If they already exist BeLocal will require all functional log in credentials to re-brand and optimise the profile. The Client must provide a physical business address to have the verified Google My Business Page PIN delivered. Google will not accept a PO BOX. The address on the live Google Plus Page can be hidden if the Client requests this.

12.2 The Client is responsible to provide the ownership of all the existing Social Profiles to BeLocal. If BeLocal requires to gain ownership of the Google Plus Verified Business page the Client will be required to follow the instruction provided by BeLocal.

12.3 If the Client's business is governed by a Franchise style of structure in some cases the Social Profiles can remain the property of the master franchise owner. BeLocal cannot be responsible for this limitation.

13. LINKS BeLocal reserves the right to make links from other pages to Your Internet Property and from Your Internet Property to others.

14. DOMAIN NAMES; You will be required to confirm to BeLocal that You have full proprietary rights to any domain name that You use in relation to these Services and agree to indemnify BeLocal in respect to any claims for damages or losses received from You or any third party arising from its use.

15. EMAIL & WEB HOSTING The Client's Internet Property and domain e-mail will remain visible and operational on the Internet for the duration of the hosting service agreement. In the unlikely event of mail or web server failure due to any technical malfunction, BeLocal will not be held responsible or liable for the downtime of those servers. BeLocal will however, do everything in its power to minimise any downtime.

16. ZERO TOLERANCE SPAM POLICY BeLocal has a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. Any Client who sends out spam will have their account terminated with or without notice.

17. TECHNICAL SUPPORT

17.1 BeLocal does not provide technical support in respect of the Client's own software, hardware or internal network, by telephone or otherwise. Assisting the Client setup email addresses over the telephone is free of charge for the first 15 minutes. Over and above this period You will be charged in increments of 15 minutes or part thereof thereafter at the rate of \$25 + G.S.T. If our technician need to visit your premises to configure your email services a fee of \$125 + GST per hour will apply.

17.2 If you require emails to be migrated from previous servers our network technician will provide an estimated price for the job and work will be charged at \$125+GST per email address.

17.3 BeLocal are responsible for any incoming email related issues on our email server only. BeLocal has no control or ability to deal or support any external email or internet issues. If the issue is outside of our server this is not covered under our technical support for hosting and need to be charged as outlined above.

17.4 If you have any technical issues related to website hosting or email hosting, please send an email to system@belocal.today. To assist you and ensure we can rectify any issues from our server side it is very important to clearly understand the issue. Ideally if you can clearly outline what was happening when you experience the issue, we are then able to understand the events that led up to the issue and hence recreate it and test. Also a screen shot of the error is extremely helpful in troubleshooting the issue.

Please understand that without a clear description of the events, the error code or screen shot, it will be difficult to quickly solve the issue. Once we can clearly understand your issue we will do testing internally on the website and email hosting side. As discussed in the briefing once we can establish the server is testing good, the issue will then be outside of our server.

Typically, the issue is on the user's side and could be a myriad of issues with everything from your internet provider, programme glitches, older PC or even viruses. Unfortunately, due to the many different computer and software configurations BeLocal can only control issues directly related to the server. We will do everything to support you and can remote log into your computer or our technician will call you directly if needed. Though if we cannot assist you via remote log in you will need to contact a third party technician who can support any issues outside of the BeLocal server or out of our control.

17.5 BeLocal is not responsible to train, teach or coach the client in the standard operation of the word press CMS system and/or any third party related plug ins. If, at BeLocal's discretion, custom or non-standard coding is executed a 'screen capture' video may be supplied to the client as a one off tool if possible.

17.6 The sites are all custom coded and not from a template. This can result in features of the Wordpress CMS system not having the ability to update all content on the site.

17.7 Any third party application, tool, function or anything not related directly to scope of the package ordered is not supported nor set up by BeLocal. BeLocal will only implement any integration with third party applications by only inserting code, links or other API functions supplied by the client 'as is' directly to the website inside of the scope of the package.

18 MAINTENANCE PROCEDURES BeLocal will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the Client. BeLocal reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

19. DISCLAIMER AND LIABILITY

19.1 The information provided on or via this Website should not be used as a substitute for any form of advice. Decisions based on this information are for Your own account and risk.

19.2 Although We attempt to provide accurate, complete and up to date information, which has been obtained from sources that are considered reliable, We make no warranties or representations, express or implied, as to whether information provided on or via this Website is accurate, complete or up to date.

19.3 Messages that You send to Us by e-mail may not be secure. We recommend that You do not send any confidential information to Us by email. If You choose to send any messages to Us by e-mail, You accept the risk that they may be intercepted, misused and modified by a third party.

19.4 BeLocal agrees to use all reasonable efforts to provide the Services to You. However, You acknowledge and agree, that nothing in this Agreement shall constitute an express or implied warranty or guarantee by BeLocal:

(i) that the Services will be uninterrupted, error free or not subject to delays;

(ii) that the Services will be free from external intruders or hackers, virus or worm attack or other persons having unauthorised access to the Services or systems of BeLocal;

(iii) concerning any increase in revenue, profit or goodwill that may be obtained as a consequence of You using the Services; and (iv) as to the accuracy, reliability, completeness or content of the Services, any information Services or merchandise contained in or provided through the services or any information provided by BeLocal in any advice report or communication to You or any other Party.

19.5 BeLocal only provides that the Services are processed correctly and delivered by BeLocal to the applicable network. BeLocal is not responsible for the final delivery of any communication initiated through BeLocal Services, as this is out of our control and is the responsibility of the communications carrier.

19.6 BeLocal transmits and receives phone calls and text messages via major telecommunications companies and mobile network operators, and thus BeLocal's influence over the timing of the transmission of Your messages and phone calls is within the technical constraints imposed upon BeLocal. While BeLocal shall use commercially reasonable efforts to transmit Your calls and messages to the applicable network for final delivery to Your designated recipients as fast as possible, we cannot commit to, and do not guarantee, a specific maximum delivery time.

19.7 BeLocal is not liable for any loss incurred by the failure or delay of a phone call or text message to be connected or delivered, and You acknowledge that damages for financial or other loss resulting from connection or delivery failure cannot be claimed from BeLocal for any such failures.

20. EXCLUSION OF LIABILITY

20.1 Neither Us nor any of Our agents, employees, directors, officers, or subcontractors shall be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits (even if We are advised of the possibility thereof) arising in any way from, including but not limited to:

(i) any defects, viruses and any other malfunctions caused to any equipment and other software in connection with access or use of the Service provided;

(ii) any external intruders (hackers) or other persons having unauthorised access to the services or systems of BeLocal;

(iii) the information provided on or via our Website;

(iv) the interception, modification or misuse of information transmitted to Us or transmitted to You; (v) the functioning or non-availability of our Services;

(vi) the functioning or non-availability of Your website through all major web browsers;

(vii) the loss of data;

(viii) downloading or use of any software made available by our Services; or

(ix) claims of third parties in connection with the use of these Services.

20.2 BeLocal's aggregate liability to You in respect to any occurrence attributable to negligence, whether for breach of contract, misrepresentation, or otherwise, shall in no circumstances exceed the price paid by You to BeLocal with respect to the Services in question.

20.3 We acknowledge that some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations may not apply to You. In such jurisdictions, the liability of BeLocal (and the liability of any director, officer, employee, agent, affiliate, content provider or service provider of BeLocal) shall be limited to the greatest extent permitted by applicable law.

21. INDEMNITY

21.1 You will indemnify and defend BeLocal and its directors, officers, employees and agents (each an Indemnified Party) from and against any and all claims, damages, losses, liabilities, suits, action, demands, proceedings and expenses (including but not limited to reasonable legal fees) incurred by any Indemnified Party arising out of, or directly or indirectly relating to:

(i) any breach of this Agreement by You;

(ii) any Service provided or performed or agreed to be performed pursuant to this Agreement;

(iii) any material supplied by the Client that infringes or allegedly infringes on the proprietary rights of a third party; and

(iv) any products sold or services provided by the Client.

21.2 Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, restrictive trade practices, misleading statement, misleading or deceptive conduct, breach of any contract, defamation or injury to reputation, or other injuries to business.

22. INTERNET PROPERTY

22.1 Internet Property includes but is not limited to the name, trademarks, patents, copyrights, logos, designs, documentation, insignias, emblems and other material however embodied that appear on this Website, created by our company.

22.2 BeLocal retains all ownership of the Internet Property in relation to all information provided on or via this Website (including all texts, graphics and logos). Until final payment is made.

22.3 You may not copy, download, publish, distribute or reproduce any of the information contained on this Website in any form without the prior written consent from Us. However, You may print and/or download information contained on this Website for Your own personal use. Links to Our Websites are not permitted without the prior written consent of Us.

22.4 You agree to indemnify BeLocal for all liability, loss, damages, claims, demands and expenses suffered or incurred by Us arising under or in connection with a breach by You of Your obligations under this clause.

23. OWNERSHIP OF INTERNET PROPERTY

23.1 Once final payment has been facilitated for a project or campaign, the Client is designated as the authorized owner of the Internet Property.

23.2 On final payment of this Agreement, the Client will own the Internet Property. The Internet Property's working files will become the Client's once payment is made in full for a completed project or campaign.

23.3 The system that runs Your website remains the property of BeLocal unless released. The coding, programming and intellectual property that creates Your website is owned by BeLocal.

23.4 At no stage will the client allow any other business, company or person to state and/or remove the reference to BeLocal links in any website footer. All content and design remains the intellectual property of BeLocal. Ownership, not intellectual property, of any completed work does pass to the client upon finalisation of all outstanding payments and agreements.

24. MIGRATION FEES

24.1 In the event of the Client migrating their Internet Property to another vendor, no charge applicable when the new provider organises the migration process (email, website)

An optional migration service is available whereas BeLocal Today will complete all migration of email and website and will work directly with the new provider ensuring a smooth transition. All working files, log ins, passwords, logos, images etc will be provided to new provider. This optional service is available at \$495+GST

25. BILLING & AUTOMATIC RENEWAL

25.1 Payment for Services will be debited to the credit card / bank account nominated by You in the Agreement on a monthly basis for the period specified in the Agreement.

25.2 It is the responsibility of the Client to contact BeLocal if there are any changes to the account including, but not limited to changes concerning contact information, and/or billing information.

25.3 At the end of the agreement the term of service will automatically renew for the specified term as outlined in ongoing campaign from month 12 in order form, unless written notice is given within 90 days prior to the renewal date.

25.4 The payment plan does not signify an ongoing retainer arrangement nor a contract for ongoing work. The payment plan offer covers the payment for the entire package on a 'payment plan' agreement. The payment plan is provided to offer clients a more cost effective payment option instead of paying for the full package before delivery.

25.5 Acceptance of the payment plan option is not linked to the 12 month Traffic Guarantee. The full payment of the total package must be paid in full via the payment plan and can only be reviewed or canceled 90 days before its completion.

25.6 A tax invoice for the total amount of the payment plan will be issued upon receiving the new order with a due date of 12 months as outlined in the Ezidebit terms and conditions. Tax invoices and/or reconciled receipts and statements will be issued quarterly for BAS and accounting purposes.

25.7 If for any reasons BeLocal has deemed it necessary to provide the client any type of refund, this amount will be paid 30 days from BeLocal deeming a refund is due at BeLocal's discretion.

25.7 The client agrees to adhere and meet all require contractual obligations outlined in the PFMA Rental agreement of the payment plan.

26. GST

26.1 "GST" means Goods and Services Tax as defined in the New Tax Systems (Goods and Services Tax) Act 1999 or any like tax.

26.2 If a Goods and Services Tax or any similar tax (GST) has application to the supply of Services made under this Agreement, BeLocal may, in addition to any amount or consideration expressed as payable elsewhere in this Agreement (subject to issuing a valid tax invoice for the Client), obtain the prevailing GST rate.

26.3 All Prices or other sums payable or consideration to be provided under or in accordance with this Agreement, are exclusive of GST.

27. CANCELLATION

27.1 BeLocal may cancel these Terms and Conditions or cancel the Services at any time before the Services are provided by giving You written notice. BeLocal shall not be liable for any loss or damage whatsoever arising from the cancellation.

27.2 Once the Agreement has been signed by the Client, the Client is liable for full payment of all monthly fees relating to the campaign for the agreed minimum term (e.g. the number of months specified).

27.3 If the Client cancels or terminates the Agreement for any reason, all fees for the remainder of the minimum term shall be immediately due and payable, and any prepaid fees shall be forfeited.

27.4 The cancellation of any agreement before its agreed duration is solely at the discretion of BeLocal. The client must verbally and in writing communicate any reason or need to request a cancellation.

28. FAILURE TO PAY

28.1 If You fail to pay for the Services in accordance with these Terms and Conditions, or if you:

- (i) become bankrupt or insolvent;
- (ii) have a receiver, administrator or liquidator appointed over any of Your assets; or (iii) wind up your company; then we may at our absolute discretion cancel any current Service and terminate the Agreement and take proceedings against You to recover any overdue amount including costs in relation to any action taken against You by Us.

28.2 Upon default by the Client for payment obligations under this Agreement, BeLocal may notify a debt collection agency to recover the outstanding amount owed. All costs to recover amounts owing or the client defaulting the interest free payment plan agreement will be paid by the Client.

29. NOTICES If the Client needs to notify BeLocal for cancellation of services, an e-mail should be sent to the following: info@belocal.today

30. FORCE MAJEURE If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, flood, natural catastrophes or other obstacles over which that Party has no control, that Party fails to perform any of its obligations under this Agreement, that Party shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of force majeure continue for longer than one month, the Party adversely affected shall have the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued when the Agreement ends.

31. DISPUTE RESOLUTION No proceedings

31.1 A Party must not start court proceedings, except proceedings seeking interlocutory relief, in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause. Notification of Dispute

31.2 The Party claiming that a Dispute has arisen must notify each other Party of the Dispute in writing ("the Dispute Notice") giving details of the Dispute. Best Efforts to Resolve Dispute

31.3 During the ten (10) Business Days period after the Dispute Notice is given, or such longer period unanimously agreed in writing by the parties to the Dispute, ("Initial Period") each Party to the Dispute ("Disputant") must use its best efforts and negotiate in good faith to resolve the Dispute. Referral to Mediator and Arbitrator

31.4 If the Disputants are unable to resolve the dispute within the Initial Period, each Disputant agrees that the Dispute must be referred at the request of any Disputant, to an independent Mediator determined by the Parties no later than ten (10) days after the end of the Initial Period or, in the absence of agreement, the Mediator is to be appointed by the President of the Queensland Law Society, and the Disputants must act in the utmost good faith and co-operate with the Mediator and the other Disputants in a genuine attempt to resolve the Dispute within ten (10) days after it is referred to the Mediator ("the Mediation Period").

31.5 Each Disputant will bear its own costs in preparation for and participation in mediation.

31.6 The mediator's costs will be paid in equal shares by the Parties.

31.7 If the Disputants are unable to resolve the Dispute within the Mediation Period, each Disputant agrees that the Dispute must be referred to an independent Arbitrator determined by the Parties no later than two (2) days after the end of the Mediation Period or, in the absence of agreement, the Arbitrator is to be appointed by the President of the Queensland Law Society.

31.8 Despite any other provision of this clause, any Disputant may decline mediation and request that the Dispute be referred directly to arbitration.

31.9 The arbitration shall be conducted in accordance with the Rules for the Conduct of Commercial Arbitration of the Institute of Arbitrators of Australia and, subject to those rules, in accordance with the provisions of the Commercial Arbitration Act 1990 (QLD).

31.10 Each Disputant will bear its own costs in preparation for and participation in arbitration.

31.11 The arbitrator's costs will be paid in equal shares by the Parties. Confidentiality

31.12 Complete confidentiality shall be adhered to by the Parties and the terms of any resolution of a Dispute, whether it is by consent, mediation or arbitration, will remain confidential.

32. FURTHER ACTION Each Party must use reasonable efforts to do all things reasonably necessary to give full effect to this Agreement.

33. WAIVER AND REMEDIES CUMULATIVE

33.1 The whole or partial failure of a Party to enforce at any time the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way effect the validity of this Agreement or any part of it or the right of a Party to enforce subsequently each and every provision.

33.2 The failure of a Party at any time to require performance of any obligation under this Agreement is not a waiver of that Party's right to claim damages for breach of that obligation; and at any other time to require performance of that or any other obligation under this Agreement, unless written notice to that effect is given.

33.3 No waiver by BeLocal of any of its rights under these Terms and Conditions shall release the Client from full performance of any remaining Terms and Conditions, and no waiver by BeLocal of any breach of the Terms and Conditions shall be a waiver of any subsequent breach of the same or any other obligation under these Terms and Conditions.

33.4 No failure to exercise, nor delay or omission by BeLocal in exercising, any right, power or remedy conferred on it under these Terms and Conditions or provided by law shall except with the express written consent of BeLocal affect that right, power or remedy or operate as a waiver of it.

33.5 Waiver of any provision of or right under this Agreement must be in writing signed by the Party entitled to the benefit of that provision or right; and is effective only to the extent set out in that written waiver.

33.6 The rights, remedies and powers of the Parties under this Agreement are cumulative and not exclusive of any rights, remedies or powers provided to the Parties by law.

34. REFERENCE TO LAWS A reference to any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) or the equivalent State legislation, as applicable.

35. SEVERANCE

35.1 If reading down a provision of this Agreement would prevent the Agreement being invalid, illegal, unenforceable or voidable it shall be read down to the extent that it is necessary and capable of being read down.

35.2 Where, notwithstanding the above, a provision of this Agreement is still invalid, illegal, unenforceable or voidable:

(i) if the provision would not be invalid, illegal, unenforceable or voidable if a word or words were omitted, that word or those words shall be deleted; and

(ii) in any other case, the whole provision shall be deleted; and

(iii) the remainder of this Agreement shall continue to have full force and effect.

36. RELATIONSHIP This Agreement does not create a relationship of employment, agency, trust or partnership between the Parties.

37. NEGATIVE AGREEMENT Where in this Agreement a Party agrees not to do something, the Party will not attempt to do that thing, nor permit or procure that thing to be done.

38. IMPLIED PROVISIONS The provisions implied in this Agreement by law which are inconsistent with the express provisions of this Agreement will, where permitted, be modified to the extent of the inconsistency so that the express provisions prevail.

39. THE COMMONWEALTH COMPETITION AND CONSUMER ACT 2010 (CTH) ("CCA") AND FAIR TRADING ACT 1989 (QLD) ("FTA") Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

38. ENFORCEABILITY The provisions of this Agreement constitute legally binding relations between those Parties who have executed this Agreement.

39. INDEPENDENT LEGAL ADVICE AND RELIANCE

39.1 Each Party warrants and covenants in favour of the other Parties, that it has received, or has waived its right to receive, independent legal advice with respect to all matters contemplated by this Agreement.

39.2 Each Party acknowledges that it has relied on its own enquiries before entering this Agreement and it has not relied in any statement made by the other Party.

40. PRIVACY AND PERSONAL INFORMATION The circumstances where We may use or disclose personal information without Your consent are very limited. We may disclose Your information if We believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; or to address fraud, security or technical issues. Such information will be disclosed in accordance with applicable laws and regulations.

41. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of Queensland. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Queensland.

Signatures:

Signed on behalf of Client

Name.....

Position/Title.....

Date...../...../.....

Signed for and on behalf of BeLocal Today

Name.....

Position/Title.....

Date...../...../.....