

TERMS &
CONDITIONS

Terms & Conditions

TERMS & CONDITIONS OF PURCHASE

Click Start Digital & Click Start Group Pty Ltd (ACN 610 804 763) ("Click Start" / "we" / "us") will supply you with various products and services including a website, domain name, shopping platform, marketing assistance, business training and associated assistance (together, "the business tools") to assist you to establish a new business to be conducted solely by you and at your own risk.

Price and Payment Terms

Please refer to "Your Package Terms and Conditions" on our website, which sets out the exact nature and extent of the business tools that we will supply depending on which package you are purchasing, and the price and payment terms. Our price includes GST unless otherwise stated (in which case, GST is payable in full and in addition). Once you pay our fee in full, we will transfer the URL of your website and associated third party hosting to you. You may not set-off or deduct any amount against the amount of our fee.

Your Acknowledgements

You acknowledge and agree that:

- (a) We have made no representations and given no warranties or guarantees as to the amount of web traffic, sales, profits, income streams, or goodwill that any of the business tools will or may assist you to generate. All such representations and warranties are hereby excluded to the extent permitted by law.
- (b) Establishing a new business carries inherent risks and it is your responsibility to conduct your own due diligence on the market, competitors, customers, products, and suppliers.
- (c) Click Start has provided you with no legal, taxation, or financial advice. We recommend that you seek such advice before starting any new business venture.
- (d) You will incur additional start-up and ongoing costs for your business over and above the amount of our fee. For example, the costs of digital advertising and other administrative costs such as web hosting.
- (e) The website as sold to you may require additional input and / or modification in order to be considered fully functional. For example, it may contain stock images that need to be replaced with images of the actual products that you will be selling.
- (f) Click Start does not guarantee the performance of any suppliers referred or recommended by us, and gives no representation or warranty as to the quality or fitness for purpose of any goods or services that they supply, or as to whether those suppliers will agree to do business with you on any particular terms or at all. All such representations and warranties are hereby excluded to the extent permitted by law. You must make your own enquiries and enter into your own arrangements with suppliers.

- (g) The website to be supplied by us has been developed and built using software provided by independent third parties and using background intellectual property owned by those third parties. It may also include plug-ins owned by other third parties. We give no warranties as to its functionality or as to whether it is defect-free or infringes any third party intellectual property rights. Any errors, malfunctions or other issues of inoperability which arise as a result of software issues must be referred by you to the third-party software provider directly.
- (h) You are responsible for ensuring that your new business complies with all applicable laws, including the e-commerce laws of all relevant countries and laws relating to the protection and infringement of intellectual property rights. We have given you no advice on those aspects.
- (i) Web hosting is provided by a third-party supplier and is not our responsibility. Any issues or concerns regarding hosting must be referred by you to the web host directly.
- (j) You do not have exclusive rights to use our proprietary code, or to the proprietary code of any third party, used in the development of your website. You may not copy, modify, lease or sell that proprietary code without our permission.

Our Liability

To the extent permitted by law:

- (a) any condition or warranty which would otherwise be implied into this agreement is hereby excluded;
- (b) our liability for a breach of any warranty or liability which cannot be excluded, restricted or modified by law, or under any express warranty, is limited at our option to (in the case of goods) the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the costs of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired and (in the case of services) the supplying of the services again or the payment of the cost of having the services supplied again; and
- (c) we are not liable for any indirect or consequential loss or damage, including for any loss of profits.

Indemnity

You must indemnify us and keep us and our related entities indemnified against all liabilities claims proceedings demands losses damages costs and expenses whatsoever incurred or arising out of your negligence, willful default, breach of contract, breach of law, or breach of duty in connection with your new business, and / or any failure by you to use the business tools in accordance with our guidance or the law.

General

This agreement is governed by the laws of Australia and the parties submit to the non-exclusive jurisdiction of the Australian courts. We are not responsible for any failure to provide, or delay in providing, the business tools by reason of any event outside our reasonable control.

Any information which you transmit to us over the internet is transmitted at your own risk.

Details contained on our web site relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on our web site concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from us.

Payment Plan Terms

The subscription/instalment payments cannot be cancelled so please be aware that once you choose to make these payments you cannot change your mind. If any of the payments are not made we will revoke the website within 7 days of failed payment/s and all current monies paid will be forfeited and the site will be kept and resold by Click Start Digital. No further services will be provided by Click Start Digital at this point.

Money Back Guarantee Terms

Money back guarantee applies to Click Start Digital's fee (package). Any cost associated with ad spend or products is not included. Offer applies to achieving \$10,000 AUD in sales for 1 month within 90 days of advertising (consecutively) spending \$2500 AUD per month on ads as directed by the Founder. This offer applies to the Diamond, Elite & Crown packages only. Ads are to be set up and run by Click Start Digital & are not to be edited by the client. Offer not available on custom built stores.