



# TERMS AND CONDITIONS

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VERSION 1.1

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PO Box 4363 Narre Warren South 3805

[enquiries@endpointdigital.com.au](mailto:enquiries@endpointdigital.com.au)

<https://endpointdigital.com.au/>

These terms and conditions outline the rules and regulations for the use of Endpoint Digital's website.

By accessing this website or undertaking a service with Endpoint Digital, we assume you accept these terms and conditions in full.

Do not continue to use Endpoint Digital's website (<https://endpointdigital.com.au/>) if you do not accept all of the terms and conditions stated on this page.

## 1. Definitions

The following terminology applies to these Terms and Conditions, Privacy Policy and Disclaimer Notice and any or all Agreements:

- 1.1 "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. We may also commonly refer to our clients as "partners".
- 1.2 "The Company", "Ourselves", "We", "Our" and "Us", refers to our company – Endpoint Digital.
- 1.3 "Party", "Parties", or "Us", refers to both the client, visitor and ourselves, or either the client, visitor or ourselves.
- 1.4 All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of Victoria.
- 1.5 Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## 2. Cookies

- 2.1 Our website employs the use of cookies – as does most modern day websites, which enable us to retrieve non-identifying user details at the browser level for each visit, provide a personalised experience and reserve the functionality of our website. By using Endpoint Digital's website, you consent to the use of cookies in accordance with Endpoint Digital's Privacy Policy.
- 2.2 Some of our affiliate/advertising partners may also use cookies.

Unless otherwise stated, Endpoint Digital and/or it's licensors own the intellectual property rights for all material on Endpoint Digital. All intellectual property rights are reserved.

### 3. Use Of Our Content

- 3.1 You may view and/or print pages from <https://endpointdigital.com.au/> for your own personal use subject **to restrictions set in these terms and conditions**.
- 3.2 You must **NOT**, under any circumstances, undertake the following actions:
- (a). Republish material from <https://endpointdigital.com.au/> from services, products, home pages or our blog posts.  
You may not republish material even if you provide the appropriate attribution (via hyperlinking) or use a canonical tag to the source URL.
  - (b). Sell, rent or sub-license material from <https://endpointdigital.com.au/>
  - (c). Reproduce, duplicate or copy material from <https://endpointdigital.com.au/>  
You may not duplicate or copy material from any part of our website even if you provide the attribution (via hyperlinking) or use a canonical tag to the source URL.
  - (d). Redistribute content from Endpoint Digital (unless content is specifically made for redistribution).  
If content is specifically made for redistribution (explicitly stated) and you are syndicating the content either on your own blog or a 3<sup>rd</sup> party blog, you **must** use a canonical tag if you are using a significant portion of the content.
- 3.3 You may undertake the following actions:
- (a). Share content posted on <https://endpointdigital.com.au/> on social media platforms such as Facebook, Twitter, Instagram, Pinterest, etc.
  - (b). Use our content in whitepapers, blog posts, infographics, articles, guides, press releases, so long as you provide the appropriate attribution via hyperlinking with the appropriate link attributes.
  - (c). Engage in fair use limited to educational scrutiny, comment but are unable to copy, redistribute, syndicate or download any content for commercial use.
  - (d). Use images and infographics solely created by Endpoint Digital but you **MUST** provide the correct attribution via hyperlinking, with contextually correct anchor text.
- 3.4 If you do wish to use our content but are unsure or uncertain of our terms and conditions, please email [enquiries@endpointdigital.com.au](mailto:enquiries@endpointdigital.com.au) where we can provide you with written permission to use said content if permissible. Please note that we are unable to get back to every inquiry and this does not grant you permission unless it is explicitly stated in writing by Endpoint Digital.
- 3.5 Failure to comply with our content guidelines can result in action to remove the offending content through any necessary process. Endpoint Digital reserves the right to refuse permission to any publishers who wish to use or republish their content unless explicitly stated in writing by Endpoint Digital and reserves the right to contact offending webmasters who may be in violation of these terms and conditions.

## 4. Hyperlinking To Our Content

- 4.1 The following organisations may not link to our website under any circumstances:
- (a). Websites associated with pornographic or lewd content;
  - (b). Websites that promote violence, incite hatred, misogyny, racism, etc;
  - (c). Websites that show the exploitation of minors in a provocative or otherwise sexual manner;
  - (d). Websites associated with illegal or criminal activity;
  - (e). Websites associated with drug paraphernalia or narcotics of any kind;
  - (f). Websites that have a loose affiliation with casino/gambling niches are not inherently bad but would require written consent from Endpoint Digital.
- 4.2 Any other organisations not mentioned above may link to our home page, services pages or blog posts where necessary, so long as:
- (a). The anchor text used is not in any way misleading or defamatory.
  - (b). Does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
  - (c). Fits within the context of the linking party's site.
  - (d). Provides the correct contextual link attribute according to the webmaster's discretion.
  - (e). The context or surrounding body of text used is not in any way misleading or defamatory.
- 4.3 We may consider and approve in our sole discretion other link requests from the following types of organisations: Commonly-known consumer and/or business information sources such as:
- (a). Associations or other groups representing charities, including charity giving sites online directory distributors;
  - (b). Internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.
- 4.4 We will approve link requests from any interested organisations if we determine that:
- (a). The link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organisations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link);
  - (b). The organisation does not have an unsatisfactory record or interaction with us;

- (c). There is a great deal of benefit from being linked to from this particular site;
- (d). There is a considerable benefit from an SEO standpoint;
- (e). The organisation looks to be upstanding and doesn't have any negative press;
- (f). Where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organisation.
- (g). There is a low risk of negative SEO consequences as a result of being linked to.

4.5 If you are not among the organisations listed above and are interested in linking to our website, you can notify us by sending an e-mail to [enquiries@endpointdigital.com.au](mailto:enquiries@endpointdigital.com.au)

4.6 We reserve the right to deny any link requests or request the removal of unwanted or damaging links by contacting offending webmasters.

4.7 Approved organisations may hyperlink to our website with anchor text that follows the below requirements:

- (a). By use of our corporate name; or
- (b). By use of the uniform resource locator (web address) being linked to; or
- (c). By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

4.8 No use of Endpoint Digital's logo or other artwork(s) will be allowed for linking unless the appropriate attribution has been given.

4.9 Removal of links from our website

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but are under no obligation to do so or to respond directly to you. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

4.10 Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

## **5. Pay Per Click Services (PPC)**

### **5.1 Acknowledgements & Considerations Of Using PPC Services**

(a). PPC Services refers to the creation and advertisement but not limited to Google Ads, Facebook, Twitter, Instagram, LinkedIn or any other form of paid advertising.

(b). The ongoing nature of these services is subject to the monthly costs paid by the client, via an invoice with a payable link or via EFT.

(c). We will implement the best strategy for your advertisements to succeed, however we are unable to provide a warranty that the PPC Service will provide you with extremely prolific, tangible results such as increase in sales, profits or improvements.

(d). Your acknowledgement agrees that we have no control over the advertising policies of the platforms used such as Facebook, Instagram, Twitter, Google and so forth at the present time or in the future. We exercise the right to terminate your campaign or reject it at any time at the sole discretion of the platform in line with their policies.

(e). We reserve the right to deny your business with PPC services if we are not satisfied we are able to achieve results, you may be infringing on platform policy guidelines or are in a niche that is not suitable for this type of advertising.

(f). Ad spend may be adjusted depending on several factors including scaling and optimisation, and therefore there may not be a fixed ad spend throughout a given month.

(g). We cannot guarantee ranking positions on page 1 when undertaking a Google Adwords campaign as they rely on several factors relating to your account performance, budget, expected click-through rate, and so forth, which can be out of control at the time of the Google Ads auction.

## **6. SEO (Search Engine Optimisation)**

6.1 SEO refers to the services provided from us to you in the form of keyphrases and search terms associated with your business in order to achieve higher search rankings by search engines such as Google, Yahoo, Bing, Yandex, etc.

(a). We provide a list of high-commercial intent, high and low-volume long-tail and short-tail keyphrases to be targeted. There is no specific set amount of keywords we target, but we the amount is set at our discretion in regards to what benefits your campaign and by continuing, you acknowledge this.

(b). In agreement with this claim, you authorise us to create an environment of links between your website, other websites, industry guides or directories that are of beneficial nature to your SEO. As your direct agent for this claim, we will, in accordance, promise not to use any links or information from defamatory, obscene, vulgar, sexually inappropriate or sexually explicit websites.

(c). You also agree that we reserve some control over your website to make editorial changes that can be beneficial to your overall SEO campaign. These changes will be suggested ahead of time to minimise any minor repercussions.

(d). When agreeing to conduct an SEO campaign with Endpoint Digital, you enter into a verbal agreement of an ongoing, contract-free SEO retainer. Depending on the nature of your budget and campaign requirements, you may or may not experience visible growth relating to traffic, profits and sales but the nature of this agreement is to ensure your business has been given sufficient time to make use of our new SEO changes and subsequently rank better in search engines.

(e). This means you are free to exercise your right to terminate or pause your SEO campaign at any given time, but in doing so, means we would remove all tracked data, historical data and ongoing data tracking for your business after 14 days. If you have "paused" your campaign, we will not remove data unless there are outstanding invoices 14 days past the due date (all invoices are net 30). If you do terminate your SEO campaign after only several months, you acknowledge that there is no ongoing SEO benefits conducted by Endpoint Digital, you may not experience any return-on-investment (ROI) for your initial payments and you may not experience any ROI whatsoever.

## 6.2 You also agree to the following:

(a). Search Engines can vary in their time it takes to index your website, irrespective of content, link building and in regards to your ranking, may take several months (3-12 months) before it has a substantial impact on your search ranking.

(b). Search Engines can change or vary their policy at any given time without warning and it may impede on your website's indexing time, search ranking, and may even refuse to include your website in their index.

(c). Search Engines frequently release core algorithm updates throughout the year that cannot be planned for and may have a negative impact on the overall ranking of your website. These core updates are largely dropped without much notice or transparency on what is being changed and as such, we are unable to provide a ranking guarantee of any sort.

(d). As such, your SEO may be negatively impacted due to factors outside of our control, such as changes in search engine policies or algorithms used to determine ranking.

(e). Endpoint Digital may be limited to the amount of work on your website due to the particular structure of your website and its content management system. If your website has several technical limitations and impedes on our ability to conduct work on said site, we reserve the right to refuse or terminate your SEO campaign if it hinders the potential for rankings and our capacity to provide editorial changes.

(f). We do not have any control over search engines and as such, are not responsible for any delay in indexing or search rankings regarding your website, nor the impact it may have on your business.

(g). Although we will do everything in our power to achieve great rankings, it must be understood that SEO is an investment. As mentioned above, there are certain situations where your SEO and subsequent rankings fall outside of our professional control. We are not liable for any potential repercussions towards your business that may arise from factors that we cannot control as we are bound to the policies of search engines and their guidelines.

## 7. Web Development Services

7.1 Endpoint Digital do not strictly offer website development services on their website at this given time, but at their own discretion, they do provide web development services for businesses where they may see fit, or industries they have prior experience in.

7.2 By undertaking and agreeing to a website development service with Endpoint Digital, you acknowledge the following.

(a). Any quote provided by Endpoint Digital for website development services may be subject to change if there are more requirements included by the client, but is also not limited to an increase in vendor, plugin, theme and subscription costs required for website functionality.

(b). The client will be required to pay a down-payment of 35% of the total quote amount for work to commence. This payment is a non-refundable deposit amount to be paid before any development, design, optimisation or copy is provided for the website.

(c). The remaining amount of the invoice issued for the development work must be paid 7 days from the invoice due date (which is the day it was issued). Failure to pay the remaining balance of this invoice within that time frame means that the website will remain on the test environment, not live to the internet until final payment has been received.

(d). If a client is unable to supply the necessary documentation or information required to create certain elements of the website, such as images, specific content such as FAQs, terms and conditions, certifications, etc. then Endpoint Digital reserves the right to invoice the client for any work completed to date.

(e). 30% of the payable down-payment will be made in the form of an invoice. Attached on the invoice will be EFT details pertaining to direct deposit payments, as well as a payable link for credit or debit card payments.

(f). Endpoint Digital requires specific information from the client in order to complete the specified work, which may include:

- Image files in the accepted format: .gif, .jpg, .png, .psd, .tif
- Logo files in the accepted format: .svg, .png, .jpg, .psd
- Video/media files in the accepted format: .mp3, .wav, .mpeg
- Document files containing copy or information in the accepted formats: .doc, .docx, .odt, .rtf, .txt or any other Microsoft related service.
- Any additional information that Endpoint Digital may require, they will inform the client.

7.3 Issues pertaining to permissions and copyright are listed below.

(a). Any information or material supplied to Endpoint Digital will be regarded as a guarantee from the client to Endpoint Digital that the sufficient permissions and copyright have been obtained by the rightful party.

(b). Endpoint Digital will not accept responsibility for any damages or losses incurred by the client from the use of material that was not rightfully obtained or the required permissions were not granted for use.



(c). All graphic material designed, supplied and created by Endpoint Digital will rightfully remain their property until the client has paid the final invoice in full via the accepted means of payment (see Accounts & Billing below) and it has been received. Once payment has been received in full, the ownership and copyright of graphics used will then reside with the client.

#### 7.4 Alterations, Errors & Warranties

(a). Endpoint Digital will provide the service in full, free of extreme or otherwise detrimental errors.

(b). If for whatever reason errors are present, Endpoint Digital will work to rectify them as soon as possible to ensure full delivery of promised service.

(c). During the course of development, Endpoint Digital will provide updates on how the overall project is performing. Endpoint Digital reserves the right to charge an additional fee for multiple revisions of the site, if they may hinder the project timeline or are not overly beneficial to completing the final task.

(d). Endpoint Digital takes no responsibility for alterations made to the website and its respective pages, copy, logos or other graphic material by either the client or a third party which may result in less desirable results or errors.

(e). If Endpoint Digital is required to fix these problems on behalf of the client or 3<sup>rd</sup> party, the client will be charged a fee to do so.

(f). Endpoint Digital will not accept any responsibility relating to defects with 3<sup>rd</sup> party developers, 3<sup>rd</sup> party database software, 3<sup>rd</sup> party software, 3<sup>rd</sup> party themes or 3<sup>rd</sup> party plugins which are not covered as part of warranty.

(g). For 30 days past the date in which the site goes live, Endpoint Digital provides a free warranty for errors, defects or copy issues relating to your website that may require to be rectified.

(h). If any 3<sup>rd</sup> party accesses this website within that 30 day period, the warranty is automatically forfeit.

## 8. Accounts & Billing

8.1 The customer agrees to a month-to-month term for all services conducted by Endpoint Digital. The month-to-month contract continues on each month with a manual payment of a generated invoice, detailing work undertaken by Endpoint Digital.

8.2 Regarding the fees and conditions around invoices and fees:

(a). The 18% "pause fee" is to made payable within 15 days of receiving said invoice.

(b). Fees for the service ordered by "clients" begin on the day of finalising the contract and invoices are payable each month after the initial signed date.

(c). All invoices relating to services undertaken by Endpoint Digital require payment

within 30 days.

(d). Clients with unpaid invoice(s) that are more than 7 days past the due date means work will cease until all outstanding invoices have been paid and cleared.

(e). Clients with unpaid invoices(s) that are more than 14 days past the due date means your campaign will be immediately terminated. Restoration of your campaign is at our discretion, even if all outstanding invoices have been paid after this 14 day period.

(f). In cases where you are unable to pay your invoice either before or after the due date, you should enact your "pause". If the issue persists, it is strongly recommended to contact our team on [accounting@endpointdigital.com.au](mailto:accounting@endpointdigital.com.au).

(g). Payments regarding PPC campaigns may include a setup fee (+) a percentage of ad spend. The retainer fee is discussed upon when entering into a contract, as well as your budget for ad spend.

(h). All prices are currently not inclusive of government taxes at this point in time and are charged in AUD.

(i). Payments for invoices may be accepted via credit/debit card payment, direct deposit (EFT) or PayPal.

## 9. Warranties & Guarantees

9.1 Endpoint Digital does not guarantee or warrant:

(a). The services provide a sustainable amount of growth or ROI to your business where unforeseen circumstances may arise.

(b). The services will meet your requirements, other than expressly stated in this document.

(c). Your website may not be subjected to hacking, viruses, DDoS attacks under our supervision. In cases where we have no control over the maintenance and security of the website, the onus falls upon the Client and their development team.

## 10. Cancellation & Termination

10.1 Endpoint Digital ascertains the right to refuse these requests at any given time, however, under circumstances, you may enact the following below:

(a). You may pause your campaign, but you are required to contact us to determine the length of said pause.

(b). A pause may last no more than 1 month(s). The reason for doing so is that pauses over a long period of time may set back the performance of campaigns.

(c). During the entire course of your campaign, you may only pause once.

(d). 18% of the monthly fee for the service will be payable in advance in form of a fee.

(e). For each pause, the term of the agreement will be automatically extended by a period equal to the period of the pause.

(f). You acknowledge any warranty will be voided, in conjunction with any guarantee.

(g). You understand and acknowledge that a pause to an ongoing SEO campaign can adversely influence the rankings of the website in a negative manner.

(h). You understand and acknowledge that a pause to an ongoing PPC campaign will stop the immediate results you may see in terms of profits and sales – there is no residual overflow of continued results once a PPC campaign is paused as all ad sets will be paused.

(I). You acknowledge that pausing an ad set for longer than 7 days can reset the learning phase and thus may take a significant amount of time to provide the same level of results it was delivering prior to the pause, per Facebook's guidelines.

## **11. Disclaimer**

- 11.1 Endpoint Digital shall not be liable to any clients or customers for harm caused by or related to the services the clients have agreed for Endpoint Digital to undertake caused by negligence, ignorance, misconduct or carelessness.
- 11.2 Endpoint Digital shall not be liable to any clients or customers in regards to lost profits; both directly and indirectly, incidental or damages of any kind.
- 11.3 Under no circumstances shall Endpoint Digital be liable to the customer for loss of business, sales, economic loss, or any indirect financial repercussions whatsoever.

## **12. Amendments & Acceptance**

- 12.1 Endpoint Digital reserves the right to make amendments to our Terms and Conditions at any time. Any changes that are made to this Terms and Conditions will be reflected in future updates and will become effective upon publication.
- 12.2 If you have objections to the Terms and Conditions you may request that your service(s) with us be terminated in accordance with our listed conditions about termination.
- 12.3 With respect to general web users accessing this website, they accepted the agreed upon terms here in these Terms and Conditions as they entered the site. Continued use of this website signifies your ongoing acceptance of our Terms and Conditions.
- 12.4 For Clients of Endpoint Digital, their signified acceptance of our Terms and Conditions and Privacy Policy were accepted upon confirmation of service(s) requested by Endpoint Digital.

If you have any concerns about this document, please email our team at [accounting@endpointdigital.com.au](mailto:accounting@endpointdigital.com.au)

**Changes:**

| <b>Date</b> | <b>Changes</b>  | <b>Version</b> |
|-------------|---|----------------|
| 07/07/2021  | • Updated terms & conditions surrounding web development. | 1.1            |
| 07/07/2021  | • Updated SEO terms & conditions regarding contracts.     | 1.1            |