

# CreativeAgent

## TERMS OF SERVICE

The following Terms of Service apply to Services and the Software System ("System") provided by Creative Agent ("CA"). In agreeing to use the Services and System of CA, you (the "Client") agree to be bound by these Terms of Service which are subject to amendments and modifications without notice, with changes effective immediately upon publication at [www.propertystory.com.au/CAterms](http://www.propertystory.com.au/CAterms). Continuing to use the services of CA after publication will constitute acceptance of the amended terms.

Term	No fixed term. The Client may stop using CA at any time, there is no commitment.
Fees	<p>Fees include a one-off Setup fee, then it is pay-per-use (Item Fees). Other fees may be incurred on an as-required basis.</p> <ul style="list-style-type: none"><li>• Setup Fee paid upfront = \$1,500 + GST</li><li>• Item Fee = \$15 + GST per finished item (PDF) ordered</li><li>• <i>(optional)</i> Template Fee = New templates from \$200 + GST</li><li>• <i>(optional)</i> Hourly Fee = \$85 per hour + GST for template design services and system customisations. Charged in 15 minute increments.</li></ul>
Inclusions	<ul style="list-style-type: none"><li>• Design and creation of up to 6 custom templates, chosen by the Client from the Marketing Menu, upon setup (eg: 2 x signboard, 2 x property brochure, 1 x just listed flyer, 1 x window card).</li><li>• Standard System setup within the Client's own private branded portal.</li><li>• Technical support throughout the Term.</li></ul>
Number of users	5 users
Additional template designs	<ul style="list-style-type: none"><li>• New templates from the Marketing Menu are priced at \$200 + GST, based on working with an existing brand identity. CA reserves the right to charge additional fees for work beyond the scope.</li><li>• CA is able to produce a wide variety of other templates including corporate and agent marketing material upon request. Price may vary for template requests not on the Marketing Menu.</li></ul>
Billing	<ul style="list-style-type: none"><li>• One tax invoice per Client will be issued at the start of the month for the previous month's charges, summarising the total value of Item and other fees incurred. Detail regarding Item's can be accessed through the Client's portal at any time.</li><li>• Terms of payment are 14 days. The Client agrees to pay invoiced amounts within 14 days of receipt of an invoice. Failure to pay within the stated time frame may result in late fees of 10% being applied and a suspension or termination of access to the System.</li><li>• CA considers any fees in default if they remain unpaid for 30 days from the date of the invoice. The Client acknowledges that CA may report any outstanding debts past 30 days due to relevant credit agencies, and agree to pay CA for any legal expenses and third party collection agency fees incurred.</li></ul>

<p>Refunds</p>	<p>All fees are non-refundable except:</p> <p>If a Client needs to re-do a finished item (PDF) within 7 calendar days of the initial finished item being ordered (or ordered following approval by a manager) in the System, CA agrees to only charge one item fee. The Client must notify CA by email of the specific finished item redone including order code, and before the next tax invoice is issued; else multiple item fees will be applied.</p>
<p>External Printing</p>	<ul style="list-style-type: none"> <li>• Creative Agent facilitates the professional printing of finished items by automatically sending the artwork to CA's or the Client's preferred print supplier. CA's preferred suppliers are Printforce for signboard printing and Quality Press for all other printing. The Client will pay for the required printing direct with the print supplier.</li> <li>• The Client acknowledges that all external printing undertaken by a CA printing supplier is a direct contract between the printing supplier and the Client. CA takes no responsibility for the outcomes of any print job, unless the printing supplier can prove technical fault with the template created by CA.</li> </ul>
<p>Miscellaneous</p>	<ul style="list-style-type: none"> <li>• Designs and templates are for use only within the CA System.</li> <li>• The Client is solely responsible for determining the suitability of CA for the Client's needs. A demo of the standard CA System and a portfolio of design work by the CA team are available for review before setting up a new account.</li> <li>• CA has the right to suspend or terminate access to the System for any Client at any time for use that is deemed by CA to be unreasonable, unscrupulous, in breach of the Terms of Service, or negatively affecting the use of the System or Services for other Clients.</li> <li>• CA has the right to suspend or terminate access to the System without cause with 60 days written notice.</li> <li>• CA may permanently delete terminated or inactive accounts and all the data associated with it, including a Client's templates. CA considers an account inactive if there have been no finished Items created / orders placed for 12 or more consecutive months.</li> <li>• The Client is responsible for any account that the Client has access to, whether or not the Client authorised the use. The Client will be liable for any transactions entered into using the Client's account. CA is not responsible for any losses due to stolen passwords or any unauthorised use.</li> <li>• Clients represent and warrant that they either own or have permission to use all of the material provided to CA and used within the CA System. The Client grants CA a license to use the Client's logo and other brand elements in order to create designs and templates for use within the CA System.</li> <li>• The Client shall fully and effectually indemnify CA against any claim, proceeding or action arising from or connected with the Services and System provided by CA, including but not limited to copyright or trademark infringement, business interruption, statutory compensation, personal injury, loss or damage to property. The Client will indemnify CA against all claims and expenses arising from uses for which the Client does not have rights to or authority to use.</li> <li>• CA does not warrant that the System will be uninterrupted or error free.</li> </ul>