

**TERMS AND CONDITIONS OF TRADE**

**Document Version:** 1 April 2026  
**Effective Dates:** New Orders: These Terms apply to work accepted on or after 1 April 2026. Existing Retainers: For all ongoing services active as of 1 April 2026, these Terms take effect on 1 May 2026, superseding any previous versions.



**Unbound Terms and Conditions of Trade**

These Terms and Conditions of Trade govern all Services (the "Services") provided by Unbound Limited T/A Unbound ("Unbound", "we" or "us") to you, the client ("you" or "your"). Our goal is to make these Conditions straightforward and clear. Please contact us if you require clarification on any clause.

**PART A: FOUNDATION AND ACCEPTANCE**

This Part establishes the contractual arrangement, definitions, and how you agree to these Terms and Conditions.

**1. Acceptance and Application of Terms and Conditions**

- 1.1 These Terms and Conditions govern every supply of Services made by us to you and are incorporated into each Quote, Proposal, Scope of Service, Statement of Work and accepted Order.
- 1.2 By commissioning or utilising any Services, you confirm you have reviewed these Terms and Conditions and agree that you are acquiring the Services exclusively for your business purposes, and that you have authority to bind the client entity.
- 1.3 Any commitment to perform Services is dependent upon our acceptance, typically confirmed via an Order confirmation, issuance of an invoice, or commencement of work. We may decline any Order in our discretion.
- 1.4 We may amend these Terms and Conditions on written notification to you. Such amendments apply only to Orders placed or renewed after the effective date of the notification, unless otherwise agreed in writing.
- 1.5 **Contracting Out of CGA:** If you are obtaining Services for trade or business purposes, you acknowledge and agree that, to the maximum extent permitted by law, the Consumer Guarantees Act 1993 (CGA) will not apply to the supply of these Services.
- 1.6 You acknowledge and accept that Unbound does not supply financial products or related financial advisory services. Furthermore, any sale of goods or services facilitated by the Services is made solely between you and the end purchaser, and Unbound bears no liability or involvement in that transaction.

**2. Definitions (Key Terms)**

Capitalised terms used throughout these Terms and Conditions have the following designated meanings:

TERM	DEFINITION
<b>Additional Services</b>	Services such as Consulting, Training, Auditing, and Strategy Development that are outside any core retainer or charged at applicable Engagement Level rates.
<b>Agent/Data Processor</b>	The role Unbound assumes when accessing or processing your customer data in platforms like your CRM or ad accounts, acting solely on your instructions.
<b>Amount Owing</b>	Any monetary obligation owed by you to us, including the Price, interest, and all collection costs.
<b>Business Day</b>	Monday to Friday, excluding public holidays in New Zealand.
<b>CGA</b>	The Consumer Guarantees Act 1993.
<b>Client Duties</b>	All obligations, information, access, approvals, and assets required from you.
<b>Committed Term</b>	The minimum commitment period or fixed term specified in an Order.

<b>Confidential Information</b>	All information reasonably regarded as confidential relating to the business, affairs, or Services of a party.
<b>Contract</b>	These Terms and Conditions (including all Parts A through G) and the terms of any Quote, agreement, or accepted Order (including any Scope of Service) constitute the entire contract.
<b>Controller/Principal Agency</b>	The role you maintain as the party responsible for the ultimate integrity and governance of customer data when Unbound acts as a Data Processor.
<b>Digital Products</b>	Unbound's proprietary SEO scripts, GTM tags, lists, rules, proprietary coding (Flash, PHP, HTML), and our methodologies.
<b>Dispute Notice</b>	A written notice issued by either party to the other indicating that a dispute has arisen.
<b>Force Majeure Event</b>	An event beyond a party's reasonable control, including natural events, epidemics/pandemics, government action, utility failures, network/hosting/provider outages, platform policy or feature changes, industrial action (not limited to the affected party's workforce), and acts of third parties.
<b>GST</b>	Goods and Services Tax.
<b>HSW Act</b>	The Health and Safety at Work Act 2015.
<b>Insolvency Event</b>	A party becomes insolvent, unable to pay its debts as they fall due, has a receiver, administrator or liquidator appointed, enters into a compromise with creditors, or any analogous event.
<b>Intellectual Property</b>	All present and future rights (registered or unregistered, worldwide) in copyright (including software/code and databases), trademarks, designs, patents, domain names, trade secrets, know-how and confidential information, together with all applications for, and rights to enforce, register, renew or claim priority in respect of those rights.
<b>Order</b>	An order for Services that you submit to us and we approve.
<b>PCBU</b>	Persons Conducting a Business or Undertaking (as defined in the HSW Act).
<b>Personal Information</b>	Data collected, used, and shared for the purposes of performing obligations under these Terms, in accordance with the Privacy Act 2020.
<b>Price</b>	The price payable for the Services, as determined under these Terms.
<b>Project</b>	A one-off engagement (including Creative, CRM, or Website work) as opposed to a recurring Retainer.
<b>Purchased Content (Foreground IP)</b>	The final edited versions of images, videos, final ad copy, or creative assets that ownership transfers to you upon full payment.

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Table with 2 columns: Term Name and Description. Rows include: Related Company, Representative(s), Retainer, Scope of Service, Services, Variation Notice, Your Content.

PART B: COMMERCIAL TERMS AND PAYMENT

This Part dictates the terms governing pricing, payment timelines, security, and default consequences.

3. Price and Quotation

- 3.1 The Price for the Services will be calculated based on the price specified in an accepted Order.
3.2 Validity: Unless explicitly stated otherwise, our price indications (quotes, proposals, or estimates) are valid for 30 calendar days from the date of issue.
3.3 Fee changes and notice: (a) General fee increases (not linked to media spend): We may increase our fees for ongoing Services or Retainers by giving you at least 30 days' written notice. (b) Retainer linked to media budget (media spend fluctuations): Where a retainer (or any component of our fees) is calculated by reference to the media budget we manage for you (Media Budget-Linked Fee), changes to the Media Budget-Linked Fee that result from changes to the media budget, media spend, campaign scope, or your instructions for a billing period may take effect for that billing period without the 30 days' notice in clause PART B:3.3(a).
3.4 The Price is stated in New Zealand Dollars (NZD) and exclusive of Goods and Services Tax (GST) and any additional expenditures such as insurance, duties, or other applicable government charges, together with any third-party platform or supplier fees, which will be payable by you in addition.

4. Change Management Process

- 4.1 We may require alterations to an Order, including changes to the Scope of Service or other operational requirements, if external or internal conditions impact the Service delivery. We will communicate these changes to you via a Variation Notice setting

out the impact on scope, fees, timing and assumptions. You must reply within five Business Days of receiving the change notice. We may suspend Service delivery while awaiting your decision.

- 4.2 If you do not reply to a Variation Notice within five Business Days, the proposed alterations will be considered accepted.
4.3 If you formally reject the alterations within 5 business days, we retain the option to cancel the Order (or the remaining Services). We will refund any funds paid in advance for Services not delivered, minus any non-recoverable costs already incurred by us and work already performed.

5. Payment, Security, and Default

- 5.1 You must pay us all Amounts Owing to our designated bank account or through any other agreed payment method. Payment must be made in full, without any right of set-off, counterclaim, or deduction whatsoever, except for amounts disputed in good faith under Clause 5.3.
5.2 Payment Due: Payment is due strictly on the date specified on the invoice, or within seven days of the invoice date (if no other date is specified). Certain Services may require full payment in advance.
5.3 Invoice Disputes: You must inform us in writing of any invoice disagreement within seven days of the invoice date, providing reasonable particulars of the dispute. Failure to do so means the invoice is deemed accurate and accepted (except in cases of clear error). You may only withhold the specific disputed sum and must pay the undisputed portion by the due date.
5.4 Overdue Payments: If an undisputed amount is not settled by the due date, we may: (a) Immediately stop or cancel the provision of any or all Services in whole or part. (b) Withdraw any previously agreed discounts or rebates. (c) Charge interest at a rate of 18% per annum on the outstanding balance, accruing daily from the due date until full payment is received.
5.5 Recovery Costs: You will be responsible for all expenditures we incur in pursuing overdue payments, including collection agency charges, commission, and full legal expenses.
5.6 We may require advanced payment, a deposit, or specific financial assurance (such as a guarantee or security) prior to commencing or continuing the supply of Services.
5.7 If we exercise our right to suspend Services under Clause 9.1 due to your breach, you remain liable for all non-cancellable third-party costs or retainer fees associated with maintaining the Service (e.g. software licenses, tracking numbers, or reserved server capacity) for the duration of the suspension.
5.8 If a discount was applied to two or more joint retainers, and you cancel or pause, or we suspend, any one of those retainers, the discount will be immediately revoked across all linked retainers, and the remaining retainer(s) will be charged at the full, undiscounted price thereafter.
5.9 We may set off any Amount Owing by you against any refund or credit otherwise due to you.

PART C: CONTRACT LIFECYCLE, RENEWAL, AND TERMINATION

This Part sets out the rules for the duration of the contract, its renewal mechanism, and procedures for cancellation.

6. Term and Renewal

- 6.1 Minimum/Fixed Term and Early Cancellation Liability: If an Order specifies a minimum commitment period or a fixed term (the Committed Term), you are required to purchase the Service for the full duration of that Committed Term. If you terminate the Services before the Committed Term expires, you remain liable to pay all sums due for the entire remainder of the agreed

- Committed Term, plus any excess or out-of-scope work not already invoiced and any non-recoverable third-party costs. These charges are a genuine pre-estimate of our loss.
- 6.2 **Continuation of Retainers:** For Services that revert to a month to-month arrangement after any Committed Term, the Service will continue until cancelled in accordance with this Part C.
- 6.3 For any continuous retainer Service, we will send you a written reminder 30 to 60 days before the Committed Term expires (or before any subsequent annual renewal date).
- 6.4 This reminder will specify:
- the Services continuing;
  - the ongoing charges; and
  - the straightforward process required to avoid the renewal.
- 6.5 **General Cancellation:** You may terminate the Services by providing us with at least one calendar month's written notice. You remain obligated to pay for Services until the expiration of the notice period, including the early cancellation fees set out in Clause 6.1 if cancellation occurs during the Committed Term, and all other liabilities set out in the agreed Order or Scope of Service.
- 6.6 **Project Cancellation:** If you terminate a one-off Project (including Creative, CRM, or Website work) after the invoice has been issued:
- If payment has been received in advance, we will refund the amount paid, less any reasonable time spent by us and third-party costs incurred up to the date of cancellation.
  - If payment has not been received, you remain liable to pay Unbound for any reasonable time spent by us and third-party costs incurred up to the date of cancellation, which will be invoiced immediately.
7. **Right to Cancel (Force Majeure)**
- 7.1 If a Force Majeure Event prevents the supply of Services, we maintain the option to terminate the specific Order or remaining portion of the work upon written notice to you. If a Force Majeure Event causes our performance to be severely delayed for more than 30 calendar days, either party may, upon written notice, suspend or terminate the affected Service, and we will refund any funds paid in advance for Services not delivered, minus any non-recoverable costs already incurred by us.
- 7.2 Should we cancel under this clause, we will promptly refund any funds paid in advance for Services not yet rendered, and we will bear no liability for loss or damage arising from such cancellation.
8. **Consequences of Termination**
- 8.1 We may end our Contract immediately if you suffer an Insolvency Event or commit a serious breach of these Terms and Conditions that remains uncured after 20 Business Days' written notice.
- 8.2 If termination occurs for any reason:
- We will immediately cease performing any further work.
  - You remain liable to pay all sums due for the remainder of the agreed Committed Term (including any applicable cancellation fees, if applicable under Clause 6.1).
  - We are entitled to retain possession of all Your Content until full payment is received and assert a lien over deliverables until paid in full.
  - You must immediately cease using our Digital Products and proprietary Intellectual Property.
- 8.3 The provisions relating to fees, confidentiality, intellectual property, limitation of liability, indemnities, governing law and dispute resolution survive termination.

## 9. Suspension and Pausing Services

- 9.1 We may immediately suspend Services, including any active managed advertising, if an undisputed invoice is overdue or if we have reasonable suspicion that a breach of these Terms and Conditions has occurred, including unlawful content/activity, platform policy breaches, or brand safety risks. Suspension does not waive your payment obligations.

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## PART D: LIABILITY, RISK, AND INDEMNITY

This Part details the scope of our liability and excludes implied warranties.

### 10. Limitation of Liability

- 10.1 Our maximum financial responsibility to you for any single or related claim arising from these Terms and Conditions will be capped at the lower amount of either:
- The total fees paid to us for Services during the six months immediately preceding the claim date; or
  - \$7,500 New Zealand Dollars. For clarity, this cap is an aggregate cap per claim or series of related claims.
- 10.2 **Exclusions:** We will not be financially responsible for:
- Any indirect, special, or consequential loss.
  - Loss of profits, revenue, data, goodwill, customers, opportunity, or loss of or damage to reputation.
  - Acts or omissions of your Representatives or any third party.
  - Outcomes resulting from performance carried out in accordance with your instructions.
  - Platform outages, policy changes or actions by third-party providers outside our reasonable control.
- 10.3 **Exceptions to the Cap:** These limitations do not apply to liability arising from:
- Fraudulent action or omission.
  - A breach of Clause 15 (Confidentiality).
  - Our wilful breach of these Terms and Conditions or gross negligence.
  - Any matter where liability cannot be restricted by law.
- 10.4 **Third-Party Suppliers Exclusion:** To the extent permitted by law, we exclude all liability in connection with the supply of Services to you directly by a third-party supplier, even where we have arranged that supply on your behalf (e.g. media platforms or SaaS subscriptions).
11. **Performance Disclaimer and Warranties**
- 11.1 While we will exercise reasonable diligence and reasonable care and skill in providing the Services, we cannot promise or guarantee specific business outcomes.
- 11.2 Unless expressly stated in an Order or Scope of Service, we do not provide any guarantee or warranty as to the uptime, availability, or response times for any Services, including hosting or support. Any references to service levels are indicative only and not contractually binding.
- 11.3 You acknowledge that we make no representation, warranty, or guarantee of any kind as to the level of sales, purchases, clicks, impressions, leads, or return on investment (ROI) that any campaign or Service delivers.
- 11.4 **Exclusion of Implied Warranties:** Except for any express warranties provided in these Terms and Conditions, we expressly exclude all other warranties, conditions, or representations, whether statutory or implied, including but not limited to any warranties regarding the suitability for resale, quality, or fitness for any particular purpose of our Services.

## PART E: COMPLIANCE, HEALTH & SAFETY, AND INFORMATION

This Part sets out provisions for legal compliance, health and safety obligations in the shared workplace, and how information is managed.

### 12. Health and Safety

- 12.1 Both parties must adhere to the Health and Safety at Work Act 2015 (HSW Act) and all applicable regulations, standards, and codes of practice relating to health and safety.
- 12.2 **Cooperation:** When our Representatives share a common workplace for Service delivery, both parties must consult, cooperate, and co-ordinate their activities as PCBUs (Persons Conducting a Business or Undertaking).
- 12.3 **Client Premises:** Where our Representatives are required to attend your premises:
- You must notify us of any known hazards arising from your premises to which any of our Representatives may be exposed.
  - You must ensure that your workplace is, so far as is reasonably practicable, without risks to the health and safety of any person.
  - Each party must comply with the other party's pre-notified and reasonable health and safety policies when on that party's premises.
- 12.4 Both parties will promptly notify the other of any notifiable events and cooperate to meet obligations under the HSW Act.

### 13. Intellectual Property Ownership

- 13.1 **Unbound IP (Background IP):** We (or our licensors) retain all rights, title, and interest in the intellectual property rights in the Services always. This includes our proprietary Digital Products and our methodologies. Copying or disseminating this proprietary code for any purpose whatsoever is strictly forbidden and constitutes a breach of copyright.
- 13.2 **Purchased Content (Foreground IP):** You will become the sole legal and beneficial owner of Purchased Content (e.g. final ad copy, final creative assets) only once you have paid us in full for all associated charges for that content. For clarity, raw, source, or unedited files and Unbound IP do not transfer.
- 13.3 **Licence:** We grant you a limited, non-exclusive, non-transferable licence to use our proprietary IP solely for the purposes of the contracted Services. This licence automatically terminates upon default of payment or termination of this Contract.

### 14. Client Content and Indemnity

- 14.1 **Your Content:** All content, designs, or materials supplied by you ("Your Content") remains your property. We receive a limited licence to use Your Content solely for delivering the contracted Services.
- 14.2 **Content Quality and Compliance Warranty (Supplied and Website Content):** You attest that any materials or instructions supplied by you or content present on your website that we rely upon for the Services are accurate, factual, not deceptive or misleading, and meet all current legal standards, including advertising codes and the Fair Trading Act. We are not liable for any damages or losses arising from the use of incorrect or non-compliant information contained on your website, and any resultant rectification of our work will be billed at the applicable Engagement Level Rate set out in Clause 30.2.
- 14.3 **IP Warranty:** You further warrant that Your Content, or the use by us of any content, designs, instructions, or specifications supplied by you, will not infringe the intellectual property rights of any other individual or entity.
- 14.4 You must supply Your Content via Google Drive or another method agreed by us in writing. You warrant that all supplied content and materials (images, video, copy) are in the correct file

format, size, and proportions required for the relevant advertising platform or channel, and meet all current platform best practice standards. If Your Content does not comply, we reserve the right to charge you for the time spent correcting or adjusting the assets at the applicable Engagement Level Rate set out in Clause 30.2.

- 14.5 **Provision and Approval of Content:** You must provide us with Your Content within any timeframe we state, or otherwise promptly and timely. It is your responsibility to undertake final proof reading of the Services (including ads and website content sent for approval). If no response is received by you within 48 hours (or such other period agreed in writing) of our submission, the content is deemed accepted. We shall not be liable for any errors not corrected by you in the final proofreading.
- 14.6 **Revision Limits:** Unless otherwise specified in the Scope of Service, the Price for all content production (including creative, design, copy, or campaign assets) includes one round of revisions. Any request for revisions beyond this limit, or a request for a material change in the core concept, will be billed at the applicable Engagement Level Rate (Clause 30.2).
- 14.7 **Right to Refuse:** We reserve the right not to undertake any Services, or to refuse to accept or remove any of Your Content or publication at any time, regardless of prior approval, if it is or may be unlawful, offensive, contains prohibited content, or is otherwise inappropriate.
- 14.8 **Co-operation and Client Duties:** You must fulfil all obligations and provide all necessary information, access, approvals, and assets ("**Client Duties**") required from you as detailed in the agreed Scope of Service document (which forms part of your Order). You must also provide advanced notice of new campaigns, new product launches, or any significant changes to your business that may impact the Services in a reasonable timeframe. Failure to perform Client Duties may result in suspension or cancellation of the Services.
- 14.9 **Client Indemnity:** You shall indemnify, defend, and hold us harmless against any losses, damages, liabilities, or costs (including legal fees) incurred by us resulting from any breach of your warranties in this Clause 14.
- 14.10 In relation to the Services, we may, at our sole discretion and at any time:
- Amend (or require you to amend) any aspect of Your Content to ensure compliance with advertising standards or production specifications (Clause 30.2 applies).
  - Determine the category, placement, or configuration of Your Content within the Services (including placement relative to third-party advertisements).
  - Request substantiation for any claims made in Your Content.
  - Refuse to accept or publish (or cancel or remove) Your Content if it breaches these Terms and Conditions or any third-party platform policy.
- 14.11 **Mutual Professional Conduct and Engagement:** We commit to serving as your professional partner and agree that our Representatives will treat you and your Representatives with courtesy, fairness, and respect at all times. In return, you warrant that you and your Representatives will:
- Treat our Representatives with the same courtesy, fairness, and respect.
  - Fully engage with us throughout the term of the Services, which is a non-negotiable Client Duty (Clause 14.8). This includes, but is not limited to, attending scheduled meetings, making yourself available for necessary strategic discussions, and responding to correspondence in a timely manner.

- (c) You acknowledge that our ability to deliver the agreed Services and achieve optimal performance is wholly reliant upon your fulfilment of this duty, particularly timely communication and decision-making. We shall not be liable for any performance degradation, delay, or loss arising directly or indirectly from your failure to comply with this Clause 14.11.
- (d) Any time required by us to address, remedy, or defend against performance complaints that are reasonably attributable to your non-engagement, missed meetings, or lack of timely approval or unauthorised changes to campaigns or assets will be deemed out-of-scope work and will be billed at the applicable Engagement Level Rate (Clause 30.2).

## 15. Confidentiality and Privacy

- 15.1 Both parties agree to maintain the confidentiality of all Confidential Information.
- 15.2 Each party agrees to treat all information, materials, and ideas communicated to it by the other party as Confidential Information and must not copy such supplied information. You agree to return or destroy all such materials (and any copies) upon our written request, except for archival copies retained to comply with law, which remain subject to confidentiality obligations. Disclosure to professional advisers is permitted where they owe duties of confidence.
- 15.3 We may collect, use, and share Personal Information for the purposes of performing our obligations or exercising our rights under these Terms and Conditions, in accordance with the Privacy Act 2020.
- 15.4 **Privacy Role Clarification:** Where we access or process your customer data (Personal Information) in platforms such as your CRM or ad accounts, we are acting as your Agent or Data Processor, acting solely on your instructions. You remain the Controller or Principal Agency responsible for the ultimate integrity and governance of that data.
- 15.5 We will implement reasonable security measures and notify you without undue delay of any notifiable privacy breach.
- 15.6 Any sub-processors we engage will be bound by equivalent confidentiality and privacy obligations.
- 15.7 **Third-Party Information Authorisation:** If you provide us with any information about a Third Party (including a Representative), or authorise us to collect that information (e.g. call data or customer details), you warrant that you are fully authorised by the individual concerned to provide or permit the collection of their Personal Information, and that you have informed them of their rights to access and correct that information.
- 15.8 We may utilise credit reporting and debt collection services and are permitted to provide your Personal Information to those agencies for that purpose.
- 15.9 **Use of Client Assets for Marketing:** You grant us the right to use your company name, logo(s), testimonials, and examples of the final work developed for you in our promotional material (e.g. portfolio, website showcase) without further charge to you, provided such references accurately represent your experience with our Services.

## 16. Insights and Performance Data Use

- 16.1 We may utilise information generated during the provision of the Services to enhance our internal systems, perform statistical research, and generate industry benchmarks, provided that:
- (a) Any information published or disclosed by us must be in a fully aggregated and de-identified format (preventing the identification of you or any individual); and
- (b) We will cease using your Service information for Insights if you provide us with a written request not to do so. Your opt-out will apply prospectively.

## PART F: SERVICE SPECIFIC TERMS AND CONDITIONS

This Part outlines the specific operational and commercial requirements applicable to the various Services we provide.

### F.1 GENERAL TECHNICAL REQUIREMENTS FOR SERVICES

17. **Digital Platform Access and Tool Management**
- 17.1 **Mandatory Account Access:** To execute the Services, you must provide us with non-restricted access (e.g. Admin or Manager) to all relevant technology accounts, including but not limited to: website login, FTP, Google Ads, Meta Ads, LinkedIn Ads, Google Search Console, Google Tag Manager, Google My Business, and Google Analytics.
- 17.2 **Secure Access Protocol:** You must adhere to the secure procedures for assigning access and must not supply us with your login credentials (passwords).
- 17.3 **Access Retention:** Our access must not be revoked or diminished during the term of our relationship and must be retained until the expiry of the notice period or final cancellation date and completion of reasonable offboarding tasks.
- 17.4 **Website Integrity:** You must inform us of any planned modifications to your website before making them, as alterations may disrupt tracking mechanisms or campaign performance. You acknowledge that failure to notify us may incur additional time and costs to fix performance degradation or errors.
- 17.5 Where we provide Marketing or SEO Services for a website not under our Managed Hosting, you warrant that you will actively and promptly manage all necessary software security updates, core application patches, and major plugin updates. You indemnify us against any loss resulting from a security breach or compromise on an unmanaged site.
- 17.6 **Platform Policy Changes:** If a third-party platform (such as Google or Meta) introduces a material, non-negotiable change to its policies that fundamentally undermines the agreed Scope of Service, we may, at our sole discretion, immediately suspend the affected Service or issue a Variation Notice (Clause 4) to mandate a strategic redirection.
- 17.7 **Third-Party Tool Transfer:** If you use external tools such as a Shopping Feed, Cloud Server, or Cookie Management Platform through the Service provided by Unbound, you must instruct us on transfer at the time of cancellation notice. If no instruction is received, these tools will be terminated and data deleted upon expiry.
- 17.8 Any time we spend assisting you to gain or restore the necessary access defined in Clause 17 (e.g. diagnosing login issues, dealing with third-party technical support, or managing account recovery) is out-of-scope work and will be billed at the applicable Engagement Level Rate (Clause 30.2). We provide no guarantee that such intervention will be successful in restoring access.
- 17.9 **Plugin Retention and Rectification:** Any plugins we install on your website as part of the Services (e.g. Google Tag Manager, Microsoft Clarity) must remain on your website for the duration of our relationship. You must not make any changes to these plugins. We will invoice you for our time (at the applicable Engagement Level Rate set out in Clause 30.2) to fix or reinstall a plugin that has been changed or removed by you or any third party you engage.
- 17.10 **Client Website Compliance (T&Cs, Privacy, eCommerce):** You are responsible for ensuring that your website's Terms and Conditions and Privacy Policy are compliant with the relevant legislation. If your site is an eCommerce platform, you must ensure your website has a Shipping and Returns Policy. You are responsible for the accuracy and completeness of these policies, as we may be required to pass this information to advertising providers for compliance checks.

## F.2 MARKETING AND ADVERTISING SERVICES

### 18. Marketing and Advertising Operational Requirements

- 18.1 Your advertising (Google, Meta, etc.) will be managed within your accounts, and you remain the owner of these ad accounts.
- 18.2 You are only permitted one active ad account per platform (e.g. Google Ads, Meta Ads) at any one time. The account we manage must be your sole account with that platform, and you may not run concurrent advertising campaigns in a different, unmanaged account on the same platform.
- 18.3 **Campaign Changes:** You may not initiate any modifications to the advertising campaigns we are managing without our prior consultation. If you do so, we may reverse or remediate such changes to protect performance; where this is outside the agreed Scope of Service, it will be billed at the applicable Engagement Level Rate (Clause 30.2).
- 18.4 **Agency Accounts (Programmatic/DOOH):** Programmatic and Digital Out-of-Home (DOOH) advertising must be run in our agency account and are non-transferable to any other account. This mandates that the advertising costs for these Services will be agency-billed, and the requirements of Clause 18.6 apply to these costs.
- 18.5 **Direct Advertising Costs and Client Responsibility:** You acknowledge that advertising costs (except DOOH or Programmatic) are payable by you directly to the platform. You must ensure your nominated card is sufficiently funded at all times. If your campaigns are halted due to your payment failure, our professional fees remain payable in full, and no Service fee refund or reduction will be offered.
- 18.6 **Agency Billed Advertising:** If we allow your advertising costs to be billed through our agency account:
- A flat administrative fee of \$25 will be applied to each invoice.
  - If an invoice becomes more than 10 days overdue, your advertising will be suspended immediately.
  - You must complete a Deed of Guarantee & Indemnity before we can commence this Service and at the time of any significant budget increases.
  - We reserve the right to require payment upfront for your ad spend and to revoke access to this Service at any time.
- 18.7 **Marketing Offboarding Checklist:** Upon cancellation, and once all outstanding invoices are paid in full, we will:
- Assign the required administrator and billing users to your accounts and remove our access (where possible).
  - Deactivate your live reporting dashboard and turn off all live campaigns.
  - Remove our Unbound IP (scripts, tags, and custom assets) from your accounts.
- 18.8 You acknowledge that whilst we make best efforts to manage advertising spend in line with your budget, the exact spend with any channel over any month will vary depending on market conditions and the number of days in a month. In the event of over- or under-spend, we will endeavour to adjust the spend accordingly to compensate. You accept that this spending adjustment will only have a short-term impact on performance.
- 18.9 **Fee based on Media Budget:** The Price for the Services is defined by a tiered fee structure or a percentage calculation based on your media spend.
- 18.10 **Pausing:** This Service is designed to be "always on" for optimal performance. Pausing the Marketing Service requires us to cease all work and stop your advertising campaigns; you cannot pause the Service and have your advertising continue to be active. Pausing is not permitted during any Committed Term. You are permitted only one request to pause Marketing Services per

12-month period, subject to our prior written consent and settlement of all outstanding invoices. The maximum pause period allowed is three calendar months.

- 18.11 **Standby Fee:** During an approved pause period, you will be charged a standby fee every month to cover the cost of keeping your account active and for tools associated with the Service (e.g. call tracking, cloud server).
- 18.12 **Automatic Termination After Pause:** If the paused retainer is not restarted within the maximum three calendar months allowed, cancellation will automatically come into effect. We will then issue a final invoice for one month's retainer fee in lieu of a cancellation notice period, and initiate offboarding (Clause 18.7).
- 18.13 **Performance Disclaimer:** You acknowledge that pausing and restarting advertising campaigns can damage their performance, requiring platforms to "relearn" and re-optimize. Unbound is not responsible for any resultant performance decline.
- 18.14 Creative assets produced as part of the Services are subject to the file delivery and ownership provisions outlined in the Creative Services section (Clause 22.1 and 22.2).

## F.3 SEARCH ENGINE OPTIMISATION (SEO) SERVICES

### 19. SEO Technical and Operational Requirements

- 19.1 **SEO Exclusivity:** For the duration of this Service, you agree not to commission any other SEO services (whether one-off or ongoing) without our prior written authorisation. This is a material obligation.
- 19.2 You acknowledge that search engine rankings are unstable and subject to constant fluctuation due to factors outside our control. While it is unlikely that search engines will exclude a full site from search results, it is common for search engines to take some time before new websites are included in results, and it is very common that even established sites will not have all pages from the website included in search results.
- 19.3 You accept that newly edited websites may experience a temporary "freshness boost effect" followed by a subsequent drop in rankings, and this drop does not constitute poor performance by Unbound.
- 19.4 **SEO Offboarding Checklist:** Upon cancellation, and once all outstanding invoices are paid in full, we will:
- Assign the required administrator and billing users to your accounts and remove our access (where possible).
  - Deactivate your live reporting dashboard.
  - Disconnect your keyword rank and/or backlink tracking services.
  - Remove our Unbound IP and proprietary plugins from your website.
- 19.5 **Local SEO & Reputation Tool Offboarding:** Local SEO & Reputation Management tool accounts provided under this Service are non-transferable. If you cancel, the account will be terminated and associated data deleted upon expiration of the notice period.
- 19.6 **Pausing:** SEO retainers and tool subscriptions cannot be paused at any time.

## F.4 CALL TRACKING AND CRM SERVICES

### 20. Call Tracking Services

- 20.1 **Ownership and Transfer:** All telephone numbers used and provided by Unbound in connection with the use of the Service are registered to Unbound or its carrier (Delacon Pty) and are provided for your use while you are a customer of the Service. You acknowledge that you have no right, title or interest in any telephone numbers allocated to you by Unbound as part of the Unbound Call Tracking Service. Although Unbound makes every attempt to ensure continued availability of telephone numbers,

Unbound reserves the right to alter or replace any number because of compliance with any relevant legislation and in such case, will notify you of any numbering change that will affect the Unbound Call Tracking Service supplied to you. Direct Dial In (DDI) landlines used for tracking are registered to us or our carrier and cannot be ported to an alternative supplier upon the conclusion of our Contract.

20.2 Your use of the Call Tracking Service is also subject to the terms and conditions of the carrier, which can be found at delacon.io. Unbound reserves the right to change the Call Tracking Service provider at any time.

20.3 **Usage:** The numbers are strictly for tracking Unbound advertising and must not be used as a primary business contact; using them elsewhere (e.g. on business cards or printed materials) will disable the tracking functionality.

20.4 **Regulatory Compliance and Solicitation:** You must notify callers if you have call recording enabled. We must approve the timing and content of this notification. You must not use caller ID data for solicitation without the required consent under applicable privacy laws.

20.5 **Liability:** You assume responsibility and liability for all inbound calls, including wrong numbers and hoax calls.

20.6 Unbound Call Tracking is an inbound service and requires you to maintain a separate phone line and number. Unbound Call Tracking cannot and should not be used to make calls to emergency services.

20.7 **Monitoring and Interception:** Unbound or any carrier supplying to Unbound may, at any point, be required to intercept communications sent via the Call Tracking Service or monitor usage of the Call Tracking Services and communications sent over them.

20.8 **Call Detail Accuracy:** Unbound cannot guarantee that details about every call will be recorded with complete accuracy.

20.9 **Excess Minute Charges:** You agree to reimburse Unbound at the set rate for any minutes you use in excess of those included in your monthly package. Included minutes are for use within that month only and do not roll over into following months.

20.10 **Call Quality and Carrier Risk:** You acknowledge and agree that Unbound has no control over how an underlying carrier supplies telephone numbers and telecommunication services, and Unbound does not guarantee the call quality (which may be subject to issues such as call delay and line noise). Unbound will use reasonable efforts to rectify call quality issues but makes no representation or warranty that it will be able to rectify such issues within a reasonable time or at all.

## 21. CRM Services

21.1 You are responsible for all subscription costs billed directly by the third-party SaaS provider.

21.2 **Platform Functionality and Data Disclaimer:** You acknowledge that the CRM platform is a third-party application. We assume no liability for any platform downtime, technical errors, or the integrity and accuracy of the client data stored within the CRM.

21.3 **Client Modifications to CRM Setup:** You must not modify the configuration, custom fields, automation workflows, or tracking code implemented by Unbound on the CRM platform. You assume full liability for any adverse impacts (including data loss or service disruption) resulting from such modifications. Any time required by Unbound to diagnose, reverse, or rectify unauthorised modifications will be deemed out-of-scope work and will be billed at the applicable Engagement Level Rate (Clause 30.2). You are responsible for data backups/exports unless expressly included in the Scope of Service.

## F.5 CREATIVE SERVICES

### 22. Creative Content Delivery

22.1 **Advertising Assets:** Creative content produced for advertising (e.g. banner ads, social graphics) will be delivered by uploading the finalised files into a dedicated Google Drive folder that we will share with you. For efficiency and campaign launch, delivery also includes uploading the assets directly into your specified advertising accounts.

22.2 **Photography and Videography:** We will provide you with the final edited versions of the images and videos for your use, delivered via the shared Google Drive folder. You acknowledge and agree that ownership of all Purchased Content (including advertising assets, photography, and videography) transfers to you only upon full payment of all associated charges, as set out in Clause 13.2. We strictly retain ownership of the raw, source, or unedited files (e.g., camera raw files, unedited footage, or source documents like PSD or AI files) and will not supply these files in any format unless expressly agreed in a separate Order.

22.3 **Pausing:** Retainers cannot be paused at any time.

## F.6 WEBSITES, HOSTING, AND TRANSFER

### 23. Landing Page Development

23.1 The development and design of any Landing Page is subject to the terms of your Scope of Service. All client duties, warranties, and indemnities contained within Clause 14 apply universally to the supply, quality, approval, and revision of all copy, images, and content intended for the Landing Page.

23.2 You accept that the development of a Landing Page relies on current technology platforms (e.g., modern browsers and operating systems). We cannot guarantee that all features, content, or the overall visual experience will display perfectly or remain consistent if superseded or presently undeveloped technology is used by the end-user. Unless expressly included in the Scope of Service, we do not warrant WCAG conformance, cookie consent tooling, or legal notices; you are responsible for legal review of such content.

### 24. Managed Hosting (Wordpress/WPEngine)

24.1 **Hosting Provider:** Where we manage your WordPress website, you acknowledge that the physical Hosting Service is provided by a third-party platform (e.g. WPEngine), and we act as the account administrator. Our responsibilities are limited to the scope set out in the agreed Order. We assume no responsibility for the performance, updates, security, or uptime of the underlying WPEngine platform.

24.2 Managed Hosting includes backups of site files and SQL databases, but excludes email backups.

24.3 While domestic data transfer is provided without further charge, we reserve the right to measure network traffic and may suspend Hosting Services (at any time and without notice to you) if we deem usage (e.g. large archives or consistently high traffic) to be excessive. We further reserve the right to charge overage fees or automatically upgrade your hosting package for usage deemed excessive, and will give notice where practicable prior to suspension or upgrade.

24.4 We aim for continuous service availability; however, we provide no assurance of uninterrupted Hosting Services, as outages can occur due to maintenance or external factors. We bear no responsibility for any damages or losses stemming from server unavailability, programming glitches, or connectivity issues caused by circumstances outside our control.

24.5 **Lawful Use of Hosted Site:** You agree that the Hosted website shall only be used for lawful purposes. Any use that violates applicable national or international laws is strictly prohibited (e.g. posting or transmitting any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information or

TERMS AND CONDITIONS OF TRADE

Document Version: 1 April 2026
Effective Dates: New Orders: These Terms apply to work accepted on or after 1 April 2026. Existing Retainers: For all ongoing services active as of 1 April 2026, these Terms take effect on 1 May 2026, superseding any previous versions.



content of any kind). We reserve the right to immediately suspend or terminate Hosting Services if we reasonably believe this clause has been breached.

24.6 Spawning and Unauthorised Email Collection: You acknowledge that the sending of unsolicited email (spamming), email address cultivation, or any unauthorised collecting of email addresses without prior notification of the email address owner is strictly prohibited.

25. Website Hosting (Rocketspark)

25.1 Hosting Provider: Where we charge you for Rocketspark Hosting, you acknowledge that Rocketspark remains the exclusive hosting provider, and we are acting solely as a billing agent or reseller.

25.2 Our liability for this Service is limited to the accuracy of the billing and administrative tasks. We assume no responsibility for the functionality, content management, technical support, or updates of your website, unless you have commissioned a separate Service from us.

26. Email Hosting

26.1 We exclude all liability for the functionality, availability, loss of data, or security relating to Email Hosting Services, whether hosted by us or a third-party provider (such as Rackspace). Backups of emails are excluded from the Services we provide under these terms.

27. Domains

27.1 You are responsible for following and complying with all current terms, conditions, and rules stipulated by the Registry or Domain Name Administrator for any domain name registered under your ownership.

27.2 Domain Renewal Liability: If we invoice you for Domain renewal and payment is not received before the payment deadline set by the relevant Registry/Administrator, you run the risk of the domain not renewing, leading to potential loss of ownership. We are not liable for any such loss resulting from your failure to pay renewal fees on time.

27.3 You must ensure registrant details and contact emails held by the Registry/Administrator are current to receive renewal reminders.

28. Offboarding and Transfer Procedure (Hosting and Domains)

28.1 Payment Precondition: All outstanding invoices must be settled in full before we initiate the transfer of your website, hosting, or domains.

28.2 You, your website developer, or your new hosting provider are responsible for initiating and completing the transfer of your hosting, DNS, and domain. We will provide reasonable cooperation to such transfer within the agreed Scope or, if beyond Scope, at the applicable Engagement Level Rate in Clause 30.2.

28.3 Proprietary Tools: We will remove our 'standard' plugin licences and disable the licence renewal for 'premium' plugins at the expiration of the notice period. You will become responsible for the ongoing upkeep and licensing of these plugins.

28.4 Delay Costs: We reserve the right to invoice you for our costs if you, your web developer, or new hosting provider cause unreasonable delays or require an unreasonable level of assistance from us to complete the transfer of your website, hosting, or domain.

28.5 Your website will be deleted from our server one month after the expiration of the notice period if the transfer is not complete. Any back-ups provided (if agreed) are subject to full payment and may be charged at Clause 30.2 rates.

29. Service Suspension and Pausing

29.1 Pausing: Managed Hosting (WordPress/WPEngine), Website Hosting (Rocketspark), and Email Hosting Services cannot be paused at any time.

29.2 Service Interruption and Suspension: If an invoice for Hosting or Email Services becomes more than 30 days overdue, we will issue a warning notice, and the Services may be immediately suspended, leading to your website and/or email becoming unavailable. If the invoice becomes more than 60 days overdue, the Service will be terminated, and Unbound reserves the right to delete all your data from its servers.

F.7 CONSULTING AND ADDITIONAL SERVICES

30. Marketing Strategy, Mentoring, and Training

30.1 Services such as Consulting, Training, Auditing, and Strategy Development are classified as Additional Services and are separate from, or supplementary to, any core retainers.

30.2 Unless specified otherwise in an Order, time spent on Bespoke Services, Additional Services, out-of-scope work requested by you, or rectification time required due to your breach of these Terms and Conditions will be charged at the applicable Engagement Level Rate (exclusive of GST) as set out below. Unbound will, at its discretion, determine the appropriate Engagement Level required for the work. Unbound may also provide a fixed Project Fee for such work in lieu of hourly billing; where a Project Fee is provided, it is based on the value of the deliverables and a breakdown of underlying hours or resource allocation will not be provided.

Table with 2 columns: ENGAGEMENT LEVEL, APPLICABLE HOURLY RATE (GST EXCLUSIVE). Rows include Principal (\$300.00), Strategist (\$275.00), and Specialist (\$250.00).

30.3 Any counsel, suggestion, or assistance provided by us is offered in good faith based on our expertise. We will not be held liable for any damages or losses that result from you acting upon or failing to act upon this advice.

PART G: GENERAL PROVISIONS AND DISPUTE RESOLUTION

31. Notices and Communication

31.1 Any formal legal notice required to be given under these Terms and Conditions (including notice of termination or breach) must be sent in writing via email to the primary contact email address registered by the receiving party, or via physical post to the registered business address. A notice by email is deemed received when sent without system error before 5.00pm on a Business Day at the recipient's location, otherwise on the next Business Day.

32. Priority and Entire Contract

32.1 These Terms and Conditions (including all Parts A through G) and the terms of any Quote, agreement, or accepted Order (including any Scope of Service) constitute the entire contract between you and us and supersede all prior contracts, discussions, and representations. Each party acknowledges that it has not relied on any representation or warranty not expressly set out in these documents.

32.2 In the event of any conflict or inconsistency between these Terms and Conditions and the terms set out in an Order, the specific commercial terms, scope, and pricing set out in the Order will prevail.

### 33. Interpretation

- 33.1 If any clause of these Terms and Conditions is held to be invalid, void, illegal, or unenforceable for any reason by a competent court or tribunal, the validity, existence, legality, and enforceability of the remaining clauses shall not be affected, prejudiced, or impaired.
- 33.2 No failure or delay on the part of either party to exercise any right or remedy under these Terms and Conditions constitutes a waiver of such right or remedy unless the waiver is expressly provided in writing and signed by the party granting the waiver.
- 33.3 In these Terms and Conditions, unless the context clearly requires otherwise:
- Headings are for convenience only and do not affect the interpretation of any clause.
  - A reference to any legislation includes all regulations, orders, instruments, or codes issued under that legislation and any subsequent modification, amendment, or replacement of it.
  - The expressions "include" or "including" are to be read without limitation.
  - A reference to any party includes that party's permitted successors and assigns.
  - A word importing the singular includes the plural and vice versa.

### 34. Dispute Resolution

- 34.1 **Dispute Notice:** If a dispute arises out of or in connection with these Terms and Conditions, either party may issue a written notice to the other ("**Dispute Notice**") setting out reasonable particulars of the dispute.
- 34.2 **Good Faith Discussions:** Within 10 Business Days of the Dispute Notice, each party's nominated Representatives must meet (in person or by audio/video conference) to seek to resolve the dispute in good faith. If the dispute is not resolved, the parties must escalate the matter to senior management of each party for further discussions.
- 34.3 **Mediation:** If the dispute remains unresolved 20 Business Days after the date of the Dispute Notice, either party may refer the dispute to mediation administered by the Resolution Institute of New Zealand. Unless the parties agree otherwise:
- The mediation will be conducted in New Zealand in accordance with the Resolution Institute Mediation Rules;
  - The mediator will be appointed by agreement, or failing agreement within five Business Days, by the Resolution Institute on application of either party; and
  - The costs of the mediator and facility will be shared equally, and each party will bear its own costs.
- 34.4 **Confidentiality and Without Prejudice:** All negotiations and documents prepared for the purpose of, or disclosed during, the dispute resolution process (including discussions and mediation) are on a without prejudice basis and are confidential to the parties and the mediator, to the maximum extent permitted by law.
- 34.5 **Continued Performance:** Each party must continue to perform its obligations under these Terms and Conditions to the extent reasonably practicable while the dispute resolution process is underway, except for obligations directly affected by the subject matter of the dispute.
- 34.6 **Expert Determination:** For disputes of a technical nature (including measurement, data integrity, or platform configuration issues), the parties may agree to refer the issue to an independent expert for determination. The expert's decision will be final and binding in the absence of manifest error. The

expert's fees and expenses will be borne equally unless the expert determines otherwise.

- 34.7 **Urgent Relief:** Nothing in Clause 34 prevents either party from seeking urgent injunctive, interlocutory or preservative relief from a court of competent jurisdiction at any time.

### 35. General Terms

- 35.1 **Subcontracting:** We may subcontract the performance of our obligations (including to a Related Company), on the basis that we remain solely liable to you for the performance of our obligations.
- 35.2 **Assignment:** You must not transfer your rights or obligations without our written consent not to be unreasonably withheld for a solvent sale of business. We may transfer these Terms and Conditions to any person upon notice to you, including to a Related Company as part of restructuring.
- 35.3 **Severability:** If any provision of these Terms and Conditions is or becomes illegal, invalid, or unenforceable in any jurisdiction, it will be deemed modified to the minimum extent necessary to make it legal, valid, and enforceable (or, if such modification is not possible, it will be severed), without affecting the validity or enforceability of the remaining provisions or that provision in any other jurisdiction.
- 35.4 **Changes in Law or Platform Policy:** If any change in law, regulation, industry code, or third-party platform policy materially affects the Services, the parties will discuss in good faith any necessary adjustments. We may issue a Variation Notice under Clause 4 to reflect changes to scope, fees, timelines, or assumptions.
- 35.5 **Security and Client System Responsibility:** We will maintain reasonable administrative, technical, and physical safeguards appropriate to the nature of the Services. You are responsible for your own systems and accounts, including access controls (such as multi-factor authentication), user management, and the security of your credentials.
- 35.6 **Governing Law:** These Terms and Conditions are governed by the laws of New Zealand, and all parties submit exclusively to the jurisdiction of the courts of Hamilton, New Zealand.
- 35.7 **Relationship:** We function as an independent service provider. Nothing in these Terms and Conditions establishes a relationship of employment, agency, or partnership.
- 35.8 **Force Majeure:** We will not be liable for any Service failure or delay caused by events or circumstances beyond our reasonable control.