



## Terms & Conditions for TechXimum Solutions

### A. Meanings & Abbreviations

In this Agreement the following words have their corresponding meanings: -

**Agreement / Terms and Conditions** means your agreement with us as contained in this document (as may be modified from time to time).

**Google / Google AdWords / Search Engine** means Google and Google AdWords except to the extent that you have specifically instructed us (and we have agreed to) manage your account in relation to a non-Google search engine in addition to (or in substitution of) Google.

**I, You, Your / Account Holder** means the person or company named as the client in this Agreement and (where applicable) the website or business that you have authority over.

**We / TechXimum Solutions / TX** means TechXimum Solutions Pty. Ltd. ABN 41 616 992 879

### B. Payment Terms

1. The Initial Set Up Fee is payable in full before the setup of your Google AdWords/Facebook accounts will begin.
2. The weekly Management Fee for your Google AdWords/Facebook advertising account will be charged 7 days after date of sign up. The Management Fee will be charged weekly in arrears. TechXimum Solutions reserves the right to charge the Management Fee weekly in advance at any time by email notice to you a reasonable time before the change occurs.
3. TechXimum Solutions will automatically debit your supplied credit card weekly for the weekly Management Fees unless you and we have agreed to charge the Management Fee using a different basis, method and/or timeframe.
4. TechXimum Solutions reserves the right to not set up your Google AdWords/Facebook advertising account. At which time you will receive a full refund of all Setup Fees that you have paid. Please note that in all cases where we have already set up your new account there can be no refund of the Setup Fee.



5. TechXimum Solutions reserves the right to stop managing your Google AdWords/Facebook advertising account and terminate this Agreement at any time by written (or email) notice to you. If this occurs your TechXimum Solutions weekly management fee will stop at the end the second week after the termination date.
6. If you wish to suspend or cancel your TechXimum Solutions management of your AdWords/Facebook advertising accounts at any time then please let us know by phone or email. We will then book a meeting (in person or by phone) with you and one of our team leaders or managers to discuss your requirements, feedback or concerns. If you still want to suspend or cancel after the meeting, then your TechXimum Solutions weekly management fee will stop at the end of next two full billing cycles from the date of written notification.

Please note that if you wish to suspend (temporarily pause) your TechXimum Solutions management of your AdWords accounts then your Google advertising must also be suspended/temporarily pause (which we will arrange).

7. Upon cancelling TechXimum Solutions management, all amounts owing to TechXimum Solutions will need to be paid in full; any outstanding amounts will be due within 7 business days of cancellation.
8. TechXimum Solutions reserves the right to engage a debt collector at your expense if there are any unpaid invoices overdue by 60 days

## C. General AdWords/Facebook advertising Terms & Conditions

This is not a fixed-term contract with TechXimum Solutions, however whilst TechXimum Solutions are managing your Google AdWords/Facebook advertising account the following terms and conditions apply: -

1. By entering this Agreement with TechXimum Solutions you give us permission to access your Google AdWords/Facebook advertising account for the purposes of optimisation and management of your online business.
2. TechXimum Solutions will endeavour to set up your AdWords/Facebook advertising accounts as soon as possible, however in some cases it may take up to 5-7 days to complete set up of your new account.
3. If we request more information from you for the setup of your new or existing account, TechXimum Solutions will not be held responsible for any delay arising from the need for further information.
4. To allow us to finalise strategies started and ensure your account is not negatively affected by "half finished" optimisation techniques, we require 2-weeks' notice to cancel management and billing. We would appreciate the opportunity to discuss your concerns at this time.



5. TechXimum Solutions management (with TechXimum Solutions management fees) is a separate service from the “per click” fees that Google AdWords/Facebook will charge you. Cancellation of your management does not automatically stop your Google AdWords advertising from running and incurring Google AdWords/Facebook “per click” fees. TechXimum Solutions will not be liable for any amounts that Google AdWords/Facebook charges you following the cancellation of your management with TechXimum Solutions. If you wish to cease advertising online at the same time that you cancel your TechXimum Solutions management, please notify your Client Manager in writing so that we can cancel your Google AdWords/Facebook advertising as well. Alternatively, you may choose to directly access your own Google AdWords/Facebook advertising account to arrange cancellation.
6. For clarity, please note that: -
  - (a) TechXimum Solutions is not Google, Google AdWords, Facebook or Yahoo;
  - (b) A Google “sponsored link” is a generic term, whereas TechXimum Solutions is our business name;
  - (c) TechXimum Solutions is a separate entity from Google and Facebook ; and
  - (d) Your AdWords /Facebook advertising account/s remain your property. We will work on your AdWords/Facebook advertising account/s, but it/they remain Yours.
7. TechXimum Solutions will endeavour to help you obtain your online advertising goals by providing you with advice, information and technical services in relation to Search Engine advertising/marketing. Unless specifically stated to the contrary in this Agreement, TechXimum Solutions do not guarantee any particular rate of return or performance of any online advertising on Google AdWords/Facebook advertising (including but not limited to any particular search results page/s or rankings). We cannot be held responsible for commercial outcomes which are associated with the Internet marketing or management of your Google AdWords/Facebook advertising account for your business and/or websites.
8. TechXimum Solutions is providing an internet marketing service for a competitive price. TechXimum Solutions is not insuring or underwriting your chosen business model. You acknowledge that internet services are inherently subject to technical failures and disruptions from time to time. To the maximum extent permitted by law: -
  - (a) TechXimum Solutions will not be liable in any way for fines, penalties, taxes (except GST), exemplary/aggravated/punitive damages, liquidated damages, indirect/consequential losses (including loss of contract, loss of production, loss of revenue, loss of profit, lost opportunity costs, and/or other loss not arising naturally and directly according to the usual course of things) or legal costs and expenses



(except reasonable legal costs awarded by a court) arising from the subject matter of this Agreement; and

(b) The maximum liability of TechXimum Solutions to you is the lesser of:-

(i) the sum of Setup Fees and Management Fees you have paid to TechXimum Solutions; or

(ii) the cost of re-supplying the online advertising services; or

(iii) the cost of rectifying the online advertising problem which has caused your loss.

9. These Terms and Conditions are governed by the law in force in the State of Victoria, Australia, and the parties irrevocably submit to the non exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them for determining any dispute concerning the Terms and Conditions.
10. These Terms and Conditions can be modified at any time by TechXimum Solutions. You agree to continue to be bound by these Terms and Conditions as modified. We will publish the revised Terms and Conditions on our website – we will not separately notify you of these changes.
11. If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction then such part shall be severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.
12. You warrant to Us that you will use the services provided by TechXimum Solutions under this Agreement for business purposes (and not predominantly personal, domestic or household use).
13. To the extent that Copyright subsists in any text that We create for Your AdWords account/s pursuant to this Agreement; We assign copyright in such text to You. For the avoidance of doubt, this clause does not assign copyright in any other materials that we may create for you outside the scope of this Agreement.
14. You are solely responsible for maintaining the secrecy of your username and password in relation to the Account/Site, and for restricting access to your computer. You are fully responsible for the use of the Account/site under your username and password. In case of breach of security, you must notify TechXimum Solutions immediately of any unauthorised use of your username or password.
15. TechXimum Solutions reserves the right to deliver marketing, advertising and other promotional materials to all of its clients, as well as any past clients. TechXimum Solutions will endeavour to cease any marketing/advertising communications in a timely manner in the event a client, or past client, opts-out of future promotional materials.



## D. Facebook specific terms and conditions

1. Unless otherwise expressly agreed to between you and TechXimum Solutions, it will be your responsibility to monitor, manage and respond to all commentary on the Facebook Page;
2. TechXimum Solutions may at your request setup custom Facebook tabs using our agency account. At the termination of your management agreement with TechXimum Solutions all data and ownership of the custom tabs cannot be transferred. TechXimum Solutions may, on occasion, manage third party applications (including custom tab builders) at your request.

## E. Sub-contracting

1. TechXimum Solutions may employ any person, company or firm as a sub-contractor for the production or provision of any printed or other item in accordance with any original design or other work produced by TechXimum Solutions for the Customer.

## F. Non-payment

1. Failure by the Customer to meet financial obligations may result in legal proceedings by TechXimum Solutions under which circumstances all legal costs and other administrative expenses will be recoverable in full by TechXimum Solutions.

## G. Support package

1. Telephone Support – TechXimum Solutions shall provide support via phone. Technical support is available Monday through Thursday 9 a.m. – 5 p.m. and Friday 9 a.m. – 4 p.m. AEST.
2. Website Support – TechXimum Solutions will provide the Customer with access to its website support section. Specific offerings on the website may change from time to time at TechXimum Solutions's discretion; additionally, the TechXimum Solutions website provides answers to frequently asked questions.
3. Email Support – TechXimum Solutions will provide the Customer with email support Monday through Thursday 9 a.m. – 5 p.m. and Friday 9 a.m. – 4 p.m. AEST.
4. On-site Support – TechXimum Solutions will make on-site support and professional services available to the Customer for additional fees. Prices for extended support will be provided to the Customer upon request.



## H. Restrictions and Responsibilities

1. This is an Agreement for Services, and Customer is not granted a license to any software by this Agreement. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (“Software”); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with these Terms, TechXimum Solutions’ published privacy policies or otherwise furnished to Customer (the “Privacy Policy”) and all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation). Customer may not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party. Customer hereby agrees to indemnify and hold harmless TechXimum Solutions and its Content Providers and the respective directors, officers, employees and agents of each against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although TechXimum Solutions has no obligation to monitor the content provided by Customer or Customer’s use of the Services, TechXimum Solutions may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
3. For every email message sent in connection with the Services, Customer acknowledges and agrees that the recipient has agreed to receive such communication and that Customer will not engage in the act of sending unsolicited emails. In using the varied features of the Services, Customer may provide information (such as name, contact information, or other registration information) to TechXimum Solutions. TechXimum Solutions may use this information and any technical information about Customer’s use of this website to tailor its presentations to Customer, facilitate Customer’s movement through this website, or communicate separately with Customer. TechXimum Solutions will not provide information to companies Customer has not authorized, and TechXimum Solutions will not authorize the companies that get such information to sell and redistribute it without Customer’s prior consent.
4. Customer acknowledges and agrees that: (a) the Services including without limitation, any modifications, enhancements and updates, and any originals and copies thereof, in whole or in part, and all intellectual property rights therein are owned by TechXimum Solutions and/or its third party sponsors, partners, and other co-branders, (b) the Proprietary Information contains valuable



copyrighted material and is protected by Australian copyright and other intellectual property laws, (c) the Proprietary Information is licensed, rather than sold, to Customer pursuant to these Terms, and (d) Customer has no rights in the Proprietary Information, other than the rights and licenses granted to Customer herein.

5. Reservation of Rights. Except for the rights expressly granted to Customer pursuant to these Services, Customer acknowledges that it has no right, title or interest in or to this website, the Services or Proprietary Information. All rights not expressly granted by TechXimum Solutions in these Terms are hereby reserved by TechXimum Solutions. There are no implied rights.

## I. Backup Storage

1. TechXimum Solutions offers its Services to host webpages, not to store data. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of Services without prior notice. For its own operational efficiencies and purposes, TechXimum Solutions from time to time backs up data on its servers, but is under no obligation or duty to Customer to do so under these Terms. IT IS SOLELY CUSTOMER'S DUTY AND RESPONSIBILITY TO SEPARATELY BACKUP CUSTOMER'S FILES AND DATA WHICH MAY RESIDE ON TECHXIMUM SOLUTIONS SERVERS. UNDER NO CIRCUMSTANCES WILL TECHXIMUM SOLUTIONS BE LIABLE TO ANYONE FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY FOR LOSS OF CUSTOMER'S FILES AND/OR DATA ON ANY TECHXIMUM SOLUTIONS SERVER.
2. TechXimum Solutions Contact Information – Technical support is available Monday through Thursday 9 a.m. – 5 p.m. and Friday 9 a.m. – 4 p.m. AEST. TechXimum Solutions provides a number of online resources to respond to our Customer's technical questions about the software.

## J. General Disclaimer of Warranties

1. You expressly agree that entering or using TechXimum Solutions is at your own risk. No warranty, representation, condition, undertaking or term – express or implied, statutory or otherwise – including but not limited to the condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose or use of TechXimum Solutions is given or assumed by all such warranties, representations, conditions, undertakings and terms are hereby excluded.





2. TechXimum Solutions makes no warranty that TechXimum Solutions will meet your requirements, or that TechXimum Solutions will be uninterrupted, timely, secure, or error free; TechXimum Solutions makes no representations as to the suitability of the information available on or through TechXimum Solutions, including but not limited to user amended sites, for any purpose nor about its legitimacy, legality, validity, accuracy, correctness, reliability, quality, stability, completeness or currency.
3. TechXimum Solutions makes no warranty that Facebook Lead Ads will generate any increase in sales, business activity, profits or any other form of improvement for your business or any other purpose.
4. TechXimum Solutions makes no warranty that Facebook Lead Ads will lead to any leads to your business or other information.
5. TechXimum Solutions makes no warranty that a Facebook Lead Ads campaign will lead to consistent exposure of your business or your keywords during your subscription period (including but not limited to, the position your advertisement is placed on Facebook or the frequency and time of day that your advertisement is displayed). All such information on the user-amended sites is provided by the users.
6. The information available on or through TechXimum Solutions user amended sites is not reviewed, controlled or examined by TechXimum Solutions in any way before it appears on TechXimum Solutions.
7. TechXimum Solutions does not endorse, verify or otherwise certify the contents of any such information. Users are solely responsible for the contents of their websites and may be held legally liable or accountable for the contents of their websites (including without limitation in connection with infringement of intellectual property rights of any other party).
8. TechXimum Solutions does not warrant or guarantee: that any information available on or through TechXimum Solutions will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminative or destructive properties; that the information available on or through TechXimum Solutions will not contain adult-oriented material, or material which some individuals may deem objectionable; or that the functions or services performed by or through TechXimum Solutions will be uninterrupted or error-free, or that defects in TechXimum Solutions will be corrected. It is the sole responsibility of the user to isolate software and information, execute anti-contamination software and otherwise take steps to ensure that software or information, if contaminated or infected, will not damage user's information or system.

## K. Cancellations Policy

1. You must notify TechXimum Solutions if you do not wish to renew your subscription/monthly management before the end of the current billing cycle. TechXimum Solutions will automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files.





2. TechXimum Solutions reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability. TechXimum Solutions may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

## L. Refunds

Our refund policy has been devised to define the situations under which TechXimum Solutions will provide a refund, the procedure for claiming a refund and the responsibility of TechXimum Solutions in circumstances resulting in such a claim. By registering for any of our services you are declaring that you accept and agree with all the terms and conditions outlined in the refund policy.

1. **Coverage & Scope:** Our refund policy covers the refunds by TechXimum Solutions.  
This policy does not have any application for companies which are not owned or controlled by TechXimum Solutions or for persons not employed or managed by TechXimum Solutions. This includes any third party service and/or product providers bound by contract and also, any third-party websites to which TechXimum Solutions websites link.
2. **Eligibility for Refund:** At TechXimum Solutions every project is important to us and we ensure that each project is handled with utmost care and professionalism. Our aim is to provide the results as per the terms and conditions of the proposal. However, despite every measure if the client is not satisfied with the results and chooses a refund. We will consider a refund requests as per our terms and conditions in which our services and refund policy related to each service is very clearly listed.
3. **Limitation of Liability:** TechXimum Solutions liability is bound by the value of the project (as per our proposal) which remains incomplete at a given point of time. TechXimum Solutions is not obligated for losses due to the services provided/not provided or the delay in the same at any point of time. The liability to refund holds only if the project has been cancelled by the client and such cancellation has been communicated to TechXimum Solutions in writing.
4. **Processing of Refunds:** The refunds will be processed within 10 business days of the date of cancellation and will be brought about using the method of payment agreed upon in the beginning of the project.
5. **Changes:** TechXimum Solutions may at any time, without prior notice under its sole discretion, amend this policy from time to time. You are therefore requested to review this policy periodically. Your continued use of TechXimum Solutions services after any such amendments automatically implies your acceptance of the same thereof.