



**DigiMed
Australia**

TERMS AND CONDITIONS

www.digimedaustralia.com.au

INTRODUCTION

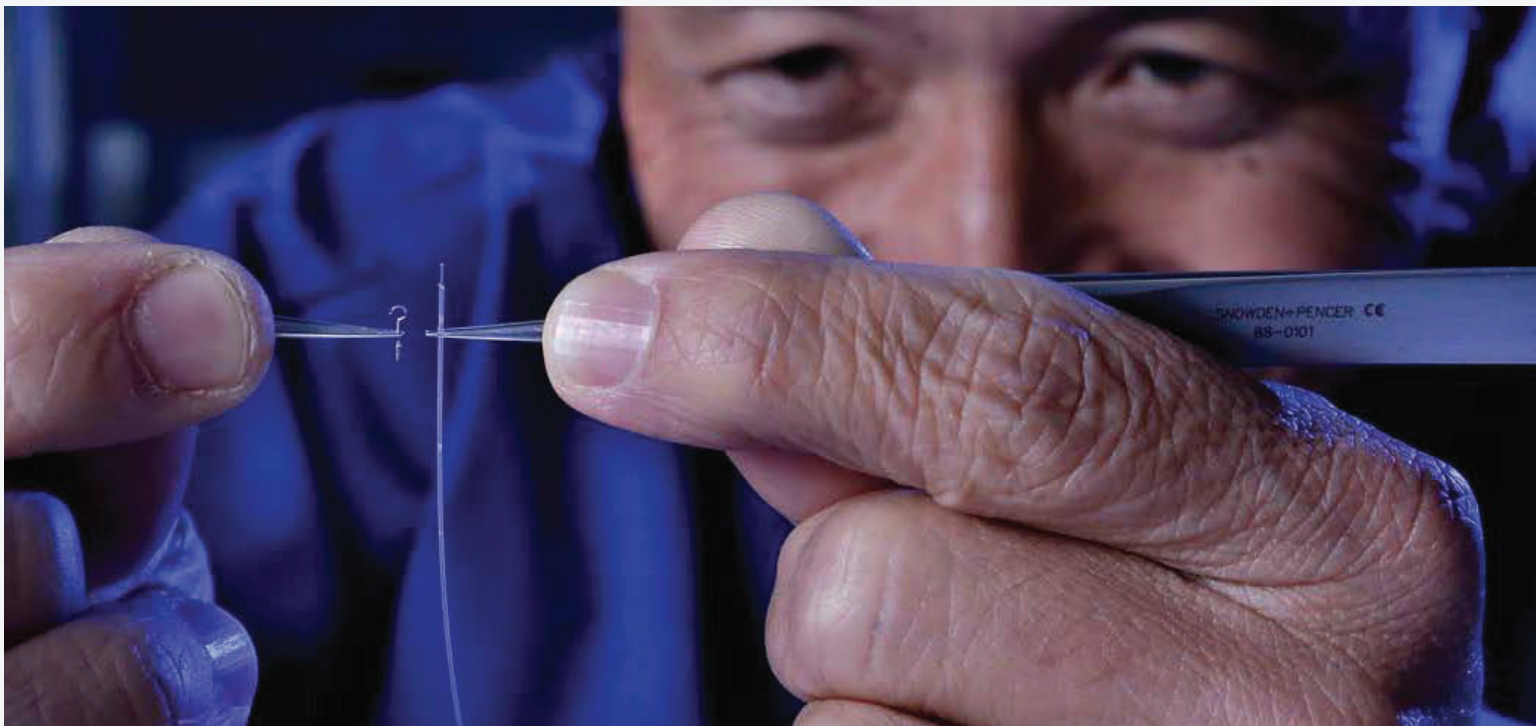
At DigiMed Australia, we are committed to providing compelling online experiences and driving your practice growth and referrals through:

- Website, print brochures, stationery
- Staff recruitment and training
- GP liaison and GP hospital events
- Growth strategy & competition reports
- AdWords and SEO
- Graphic Design
- Press releases
- Videos, Photography
- E-Newsletters

We look forward to our experienced health business strategists and marketers driving new growth opportunities and providing a clear, navigable customer road map for your business.

Jane Worthington

Jane Worthington
Director DigiMed Australia





Photographers: Andrew Murray, Grant Turner, Bob Barker

OUR PROCESS

INITIAL CONSULTATION

Our first 15 minute consultation is complimentary. In a second one hour meeting we discuss your business goals, and establish some key objectives and solutions that will help you achieve these. We charge a one-off \$300 fee (for meeting with strategist and digital marketer and this will be deducted from your plan if you proceed with DigiMed).

We can also provide a one-off (optional) marketing proposal for an extra \$900 that will include the keywords discussed in your first meeting and a comprehensive marketing strategy for the next six months.

PROPOSAL

Here we present a quote/summary and you choose the "package" you would like.

RESEARCH, CONCEPT DEVELOPMENT & INITIAL FEEDBACK

We'll get to work researching your industry and providing marketing strategy. From here we create collateral crafted for your project.

This may include banners, website, video scripts, short videos, customer e-newsletters, press releases. You'll have the opportunity to provide feedback at multiple stages.

INFORMATION AND PLANNING

To ensure best outcomes at least cost to you, we like to gather all the information for your project before we begin. This includes key contacts in your business, (you, practice manger, nurse), your logo (if you have one), doctor profile/CV.

We will send you a one page template to fill in.

SERVICE AGREEMENT

1. RESPONSIBILITIES

By engaging the services of DigiMed Australia, you confirm that you have the legal authority to enter into this contractual agreement on behalf of your company and agree to our terms of service.

You agree to provide us with all necessary materials required to complete the project.

You also agree to supply all materials, review all work, provide feedback, sign-off approval and payment in a timely manner.

Both you and DigiMed Australia are bound by any deadlines that are agreed upon, whether verbal and written.

Whilst we will endeavour to meet all agreed deadlines, we may not be able to meet these deadlines if you are late in supplying materials or have not signed off on work in a timely manner at any stage.

Sometimes, unanticipated delays may occur due to illness or emergencies on either side. We will maintain regular contact with you throughout the creative process to review progress and discuss if changes are needed.

2. OUR SERVICES

DESIGN

Design services include logos, business cards, letterheads and other corporate stationery items as well as general flyers, e-newsletters, referrer newsletters, event flyers, brochures, booklets, reports, posters, and printed banners.

Web design services unless specified in contract exclude the following:

- Logo Design (except for Branding/Corporate Identities)
- Copywriting •Stock Photography Licensing
- Font Licensing •Commercial Printing
- Search Engine Optimisation ongoing
- Domain Name Registration, Web & Email Hosting and SSL Certificates
- Ongoing Maintenance and Updates

COPY AND DESIGN REVISIONS

We will supply website copy for all your pages for your review and comment in Google Drive within 7-14 days after initial payment. Another copy review opportunity will be provided the following week in a 1-1.5 hour phone meeting.

It is important to sign off copy before design commences, as text changes are easy but major text changes are much more time consuming once designers are engaged.

We will also supply banner designs for your website.

To help ensure our banners are to your satisfaction please choose three examples of images you like from Adobe Stock Images and we will purchase on your behalf.

If you do not send these, we will choose our own images.

Just as an image of your favourite hairstyle can inspire your hairdresser, the more information we have to create your "vision" the better the experience will be for both parties.

These examples should be attached with the form you fill out before the build. Please note silver website logos are based on stock imagery only with minor colour and style changes, not major redraws.

If you would like a custom logo please consult pricing as artist's fees and IP apply. Once a concept logo or banner has been selected there are two rounds of revisions included before hourly rates apply. A single revision round is defined by the following process:

- 1. A design draft is presented to the client for review.**
- 2. The client is asked to provide feedback on the supplied design draft.**
- 3. All feedback is taken on board and a new version of the design draft is generated.**
- 4. This round of revision is now complete.**

Once you have had one round of included revisions at every stage (copy revision, logo revision, banner revision), hourly fees apply.

Once a website is at design stage, text changes only are permitted or minor changes not major redesign unless billed.

Once a website is designed, you will also have a further two rounds of changes with our digital designer. Any further "rounds" will be billed hourly. The same process applies for video. Two rounds of revisions only, with further charges billed hourly. Typos, captions, spacing, orphan words, and spelling errors at our end will be corrected for free during any stage of these rounds.

ADDITIONAL WORK

Additional work that is not included in original "scope" is billable at our standard hourly rates below.

INACTIVE & PROLONGED PROJECTS

DigiMed Australia considers a project inactive after one calendar week of client unresponsiveness via the supplied contact information.

We will automatically charge \$100.00 per week late fee for inactive projects in your next invoice. Projects prolonged by the client for more than three weeks including failure to supply feedback or make payments will be considered inactive and billed for all work to date.

PRINTING SERVICES

All supplied pricing on our design services excludes printing costs and other finishing services including but not limited to digital or offset printing, mounting, laminating, binding and guillotining/trimming. Coordination of printing and finishing services through our trade channels is available and requires upfront payment.

WEB BROWSER TESTING

Annual clients may be asked to pay a small fee to optimise their website for speed.

SEARCH ENGINE OPTIMISATION/GOOGLE ADS

DigiMed will, to the best of its ability, optimise the Client's website with appropriate titles, keywords, descriptions and text in the initial SEO set up included in all our web packages.

All DigiMed websites include SEO on page and off page in the initial SEO set up.

However websites are like cars and must be maintained and the number of links and success of your business ranking will depend on maintaining your SEO after the build.

We suggest a minimum quarterly SEO update for new doctors, and monthly for areas of high competition. Ongoing SEO payments should commence six weeks AFTER the go live of the website to maintain traction.

DigiMed will, to the best of its ability, optimise the client's site but does not guarantee the page number or page position they will be ranked on, due to ongoing changes in the search engine algorithms. However, all of our current long-term clients to date are happy with their SEO ranking and the affordability of our SEO and AdWords packages.

DigiMed will, to the best of its ability, optimise and start the clients SEM Ads (Search engine marketing), PPC Marketing, Facebook Boost Posts, Facebook Lead Ads, Online Paid Marketing and other Social Media Advertisement options, such as Facebook, Twitter, TikTok, YouTube, LinkedIn if engaged to do. But we cannot guarantee the number of leads, clicks or engagement of these advertisements.

The client takes full responsibility of their accounts and ad spend each month and will carefully review to ensure that all advertisements are correct.

3. PAYMENTS

RATES

Except where fixed pricing is indicated, the following rates apply for ongoing work. Please note all prices exclude GST.

Design	\$150/hour, junior \$80/hour
Copy/Strategy/Content	\$150.00/hour (Jane), \$120/hour sub-editor
Photography/Videography	\$110.00/hour (after the first half-day); Amateur \$70/hour
SEO	\$150.00/hour ad hoc, \$900 ongoing per quarter
Social Media	\$120.00/hour

REMITTANCE ADVICE

When you pay an invoice, we kindly ask that you notify us via **SMS 0403 824 833** with the word Remittance and client name, so we know that you have sent us an electronic payment. This helps us to track payments and apply them to your account.

Alternatively, please forward Subject: Remittance and client name to **jane@digimedaustralia.com.au**

STANDARD PAYMENT TERMS

Payment of invoices is subject to the following terms:

- a)** DigiMed Gold and Platinum websites require 50% website deposit at start and final payment on agreed completion date.
Video and Photography also requires 50% before shoot and remainder within 7 days of edit. Silver websites require 100% payment in advance.
- b)** Websites will not be made live until full payment is received.
- c)** Full payment is required upfront on all printing quotes before printing can commence.
- d)** Discounted annual packages will be deducted on an agreed monthly date. If you include video in your package we will require the first three months in advance to cover our suppliers (videographer, photographer, designer, SEO set up), and the remaining package is paid over 9 months.
- e)** Accepted methods of payment are:
 - Cash
 - Direct Deposit
 - Credit Card
 - Stripe
- ei)** All credit card payments attract a 2.5% surcharge (merchant fee).
- eii)** DigiMed is unable to accept personal or business cheques.

FAILURE TO PAY

Failure or refusal to pay for services rendered, including any incidental late payment fees, may result in immediate termination of service at the discretion of DigiMed Australia and the matter being referred to the appropriate agencies for retrieval. You will be responsible for any legal costs incurred by DigiMed Australia in recovering the debt.

In exceptional circumstances, there may be a legitimate reason for being unable to pay for services rendered by the due date. If you are unable to make payment within our standard seven-day invoice terms and believe your situation warrants special consideration, please contact us as soon as possible to discuss alternative payment options.

4. LEGAL

COPYRIGHT & INTELLECTUAL PROPERTY

You guarantee that any text, graphics, photos, documents, designs, trademarks, or other resources that you supply to us for use on your project are either owned by you, or that you have permission to use them from the respective owner or copyright holder. DigiMed Australia will not be liable to you or any third party for damages arising from the use of any such materials, including lost profits, lost savings or other incidental, consequential or special damages, even if you have advised us of the possibility of such damages. Once final payment has been received in full, copyright is automatically assigned as follows:

- You own the graphics and other visual elements that DigiMed Australia creates for your project.
- You also own text content and other data supplied by you, unless someone else maintains copyright ownership of these.
- DigiMed Australia maintains intellectual property rights over any native source files used in creating the final design and is not required to supply or transfer ownership of these after the first instance.
We can provide at our discretion all native source files for an agreed fee within 1 year of completed contract.
- DigiMed Australia reserves the right to display and link to your completed project as part of our portfolio and to write about the project on websites and in other relevant printed or electronic media including but not limited to online design blogs, Facebook, Instagram, LinkedIn and other social media platforms.

COPYRIGHT RELEASE

At its discretion, DigiMed Australia may issue signed notification of copyright release. This signifies that the client accepts full rights to freely modify and distribute the work without expressed consent from DigiMed Australia. The release explicitly absolves DigiMed Australia of all current and future liabilities to the work.

PRIVACY AND CONFIDENTIALITY

DigiMed Australia agrees to maintain confidentiality of all supplied materials until such time that this information may be legally released into the public domain at the time of delivery. At no time will DigiMed Australia release information to any third parties without express written consent from you.

PATIENT FILMING/PHOTOGRAPHY

We will require staff, patients and anyone we film to sign a release form. It will be your responsibility to obtain signatures, scan us a copy and keep your own record. We will supply this release form.

TERMINATION OF SERVICE

At any time, either party reserves the right to terminate service, provided that seven business days' notice is communicated in writing. DigiMed Australia is not required to observe this notice period if you fail to pay for services rendered without a satisfactory reason.

Upon termination of service, all work completed to date must be paid in full as per the standard terms of payment and no refunds are given. No further written or verbal correspondence will be entered into.

INDEMNIFICATION

The Client agrees that it shall defend, indemnify, save and hold DigiMed harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees associated with DigiMed's development of the Client's website. This includes liabilities asserted against DigiMed, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

The Client also agrees to defend, indemnify and hold harmless DigiMed against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's website.

This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

SUPPLIERS

Clients are prohibited from hiring any DigiMed suppliers at any stage within 12 months of an existing supplier contract - unless with express permission from DigiMed.

If clients breach the supplier clause, they will pay DigiMed, by way of liquidated damages, up to 200% of the applicable supplier fees for EACH transaction that occurred outside of the DigiMed Platform.

All discussions relating to NEW work or ADDITIONAL CHANGES outside of original scope must through DigiMed first or alternatively or ccd to DigiMed at jane@digimedaustralia.com.au

DISCLAIMER

If any clause or part thereof of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of all other provisions detailed in this agreement. The proprietor, DigiMed Australia, reserves the right to re-issue this legal document for the purposes of clarification or legal compliance.

5. ACCEPTANCE

Please sign and email your confirmation to Jane@digimedaustralia.com.au Payment confirms you have read and understand these terms and conditions, which are included in your invoice.

Name:			
Company Name:			
Total Cost:	\$		
Date:		Signature:	



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