

Terms of Services - PRISU

1.0.0 ACCEPTANCE OF TERMS

1.1.0 Your acceptance of any quote, gauge of products and/or services provided by PRISU, shows acceptance of these Terms and Conditions and are consenting to be bound by the suitable proprietary system(s) Terms of Services

1.2.0 Unless generally concurred in composing, the supply of all Services offered by PRISU and additionally its associates, related parties, successors and assigns (all in all alluded to as "PRISU") to any people (hereinafter alluded to as "Customer", "you" or "your") shall be administered by the Terms of Services (TS) set here in.

2.0.0 DEFINITIONS AND INTERPRETATION

2.1.0 In this Agreement the following terms and expressions shall have the following meanings:

[list of definitions]

Keywords: Single words used for a service.

Key Phrases or Keyword Phrases: A Very short sentence/s.

Locally or Local: A server used only on a single device.

Deploy: To upload files to a certain server area.

Practice Server: A server used with a domain used by PRISU to display digital items for reviewing purposes only.

The Customer: A person who purchases goods or services from PRISU

Customer Approved/Approval: A customers strong confirmation of confirming that they are very and highly happy with it verbally or written.

On Page: Code edits to the files of a website that are accessible to a user that is able to access the website publicly on through a web browser.

Public Website: A Website accessible to a user that is able to access the website.

Private Website: A Website accessible using a username and password to access.

Propagate or Propagation: A delayed process.

Digital Items: Items that are digital such as images, content, code, files, documents, websites, Database data and more;

Goods: A digital item that is able to be transferred to the customer. In some relations to 2.1.0 "Digital Items".

3.0.0 TERM

3.1.0 This Agreement will come into force on the Effective Date and will continue in force indefinitely, unless and until terminated in accordance with Clause 7. Effects of Termination

including Early Termination Charges due to termination prior to the Minimum Term will be in accordance with clause 7.

3.2.0 These Terms and the sales may only be varied by a verbal or written agreement between PRISU and the Customer.

3.3.0 PRISU has the right to update these Terms of Services at anytime. PRISU will (but not limited to) try their best to inform the customer of new updates that incur.

3.3.0 Duration

- a. This contract is in existence from the start date and will continue until the end of the agreed upon period as stated on the written or verbal contract.
- b. PRISU will not be required to provide any service or goods until it has received the agreed funds in order to commence the service as specified on the written or verbal contract.

4.0.0 THE CONTRACT

4.1.0 The sale constitutes a proposal by PRISU to the Customer to sale the Services in accordance with these Terms. The Customer shall ensure that the terms of the sale and any relevant Specification are complete and accurate.

4.2.0 The sale shall only be deemed to be accepted when PRISU issues a written or verbal confirmation of the sale, or when PRISU has started to provide the Services having received the sale or funds, whichever happens first, at which point the Contract shall come into existence.

4.3.0 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of PRISU which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by PRISU and any descriptions or illustrations contained in PRISU's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between PRISU and the Customer for the supply of Services.

4.4.0 Any digital item that requires customer approval is considered approved by written email or verbally. The customer acknowledges additional cost applies to requested modifications to the approved digital items.

5.0.0 LIMITATION OF LIABILITY

All terms, warranties, undertakings, inducements and representations, written or verbal, express or implied, relating to the provision of any Service or goods are excluded and PRISU will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) in respect of any Service inclusive of any software material hosted or designed by PRISU. However, PRISU's liability for any breach of such implied term or warranty will be limited at PRISU's option in accordance with this clause or in any way permitted by the legislation. PRISU will not compensate any/all funds due to the impoverish of its services or goods unless stated otherwise. PRISU will not be liable and will not guarantee if the customers data becomes damaged or/and affected by malicious activity.

6.0.0 PAYMENTS, PRICING AND LATE FEES

The Customer agrees to pay the initial payment in order for the service to commence as stated in the verbal or written contract.

6.1.0 The Customer agrees that there may be additional cost to the services that requires customer approval, that have been approved by the customer.

6.2.0 Without prejudice to any right it may have, if the customer fails to pay the amount due under this contract, PRISU may suspend all services until due payment has been paid in full.

6.3.0 The customer will be liable for costs that PRISU incurs in the collection or recovery of a outstanding amount due under this agreement.

6.4.0 Any late payments after 14 days from due date will incur an additional late payment fee of \$150.00, this fee will be issued on the same day. The customer will have another 6 days of grace period from the 15th day to make payment unless otherwise an arranged payment has been agreed between PRISU and the customer. After the grace period, PRISU will offer another 7 days of good faith period for the customer to make payment. In total 30 days of no payment PRISU has the right to close all services for this customer. Relations to clause 7.

6.5.0 Credit Card Failure, if the service requires using the customers credit card and the credit card fails, the customer is still liable to the outstanding funds and the service will be on hold until the customer is able to update PRISU with the new card. In this case, the service will be on hold and the contract end date will not extend and the management fee will still apply. It is the customer's responsibility to maintain the credit cards credit and existence and shall inform PRISU to update the credit card on time.

6.6.0 Credit Card Debit periods, the credit card shall be debit depending on the service every 30 day or/and at the end of each month.

6.7.0 Regular working price hours. At times a customers requests will cost at a per hour bases between \$150.00 to \$250.00 per hour depending on the request. If the customer request is very minor from the judging of PRISU the minimal cost will be \$39.00.

7.0.0 SUSPENSION, CANCELLATION OR TERMINATION

At PRISU's sole discretion, PRISU has the right to suspend or terminate all services without notice. If due payment is overdue by 30 days in total from due date for any invoice. Relations to clause 6.4.0

7.1.0 PRISU has the right to suspend any specific service if it contains misleading content and/or infringes on third parties intellectual property rights; and/or the Customers website is found to have malicious activities.

7.2.0 PRISU will not be obliged to reinstate its services until the Customer has the outstanding amount paid or/and removed malicious material from its service or goods.

7.3.0 Suspension under Clause 7.0.0 shall not mean that the Customer is exempt from its obligation to pay the Company the full amounts owed prior to the suspension date, or the obligation to pay the Advertising Fee for the remainder of the Contract period.

7.4.0 The customer has the right to terminate this agreement within 24 hours from the signed written contract or verbal contract.

7.5.0 On the existence of the contract the customer may terminate the contract if 50% of the remaining funds is paid to PRISU.

7.6.0 The backup of data will be the responsibility of the customer. Upon the termination date PRISU will not backup any data manually. In a situation of the mail server or/and host server used PRISU

will (but not limited to) provide a backup if the service is still active and on the customers request, in the case of this to arise additional cost will apply.

8.0.0 INTELLECTUAL PROPERTY

This contract, "Work" shall mean the proprietary materials embodied in, or as it relates to the services. These include:

- a. Content, Technical processes, Designs, databases and scripts
- b. All documentation and other records pertaining to the Services.

8.1.0 The customer acknowledge and agree that:

- a. All proprietary rights and interests created or embodied in the "Works" belong to PRISU to the fullest extent of the law, including all rights to copy or licence such rights to others for any purpose as PRISU sees fit in its sole and absolute discretion.

8.2.0 PRISU is the rightful of all goods until full payment is paid of the specified goods.

8.3.0 PRISU is not liable for the Information, images, content or any file provided from the Customer to PRISU to use for certain circumstances. The customer acknowledges that all information, images, content or any file provided to PRISU that the customer is fully responsible and takes full ownership of these items.

9.0.0 THE SERVICES

9.1.0 Any service will be suspended or terminated immediately on the use of illegal, unlawful activities, malware or harm, threats and exceeded plans in addition to Clause 7

9.2.0 Any quotation is valid over a 30 day period, provided that PRISU has not previously withdrawn it.

9.3.0 Service start date will commence on the provided date by PRISU to the customer, the Customer understands and agrees that the service start date may or may not commence upon contract start date and this determines on all required digital material needed in order for the service to commence. In addition:

- a. The Customer understands that there are certain procedures taken before a service may commence.
- b. The customer understands and agrees that a commence date of a service may take up to 14 business working days to commence.
- c. The customer understands that there will be information required before some commencement of most services.

9.4.0 Management Fee

It is the customers responsibility to ensure the credit card linked to a service with management fee is maintained and to update PRISU if the credit card has changed. The management fee will still be in existence if the credit card fails.

9.5.0 Security

It is the customer's responsibility to keep all passwords confidential and to change their passwords on a regular basis. PRISU will for some services keep passwords on record, on the request from the customer to recover their password for a certain service PRISU will reset their password or/and pass the existing password only if PRISU has it on record.

9.1.0 THE WEBSITE SERVICES

9.1.1 Commencement. Commencement of the website will be complied when the first payment of 50% of the website has been paid. The direction received by PRISU to commence the website design and development shall be constituted as a binding contract and the acknowledgement by the Customer of the PRISU expression of offer.

9.1.1 Approved Digital Items. Some digital items will need approving on the request of PRISU and at anytime. The customer understands and agrees additional cost applies if the customer wishes to modify the approved digital item.

9.1.2 This service, PRISU:

- a. Will deliver the website as outlined in the proposal;
- b. Will facilitate the incorporation of the website content into the Website by the Customer;
- c. Will develop the website locally; Will deploy the website to a practice server using a practice domain for Customer reviewing purposes only. At this sector of the project, the Customer must pay the remaining value of the website before further work is considered;
- d. Will undertake a procedure to fine tweak all necessary areas upon launching.
- e. Will launch the website if the Customer has a active hosting service with PRISU.

9.1.3 Delivery and Acceptance. The Customer agrees and understands:

- a. Additional cost occurs to, modifying Customer approved sectors and approved sectors will be a written notice sent to PRISU confirming the acceptance of the sector.
- b. If the Customer does not want to host the website with PRISU, it will be up to the Customer to retrieve the files within 30 days starting from the date PRISU sends 1 from 2 options of access to the Customers website. PRISU has the right to charge additional cost after the 30 day period;
- c. Additional cost occurs to, deploying the website to a host that is not PRISU;
- d. The acceptance or/and the website handover to the customer, PRISU is not liable and responsible for the website's performance and digital items in accordance to clause 9.1.9c;
- e. After deployment, the website login details or any access to the websites files should be changed to help secure the website further in accordance to clause 9.1.9c;

9.1.4 Customer Obligations

The Customer will be responsible for procuring any third party cooperation reasonably required by PRISU to enable PRISU to fulfil its obligations under the Agreement.

The Customer will be responsible for obtaining suitable licences of third party software (such as email Customer software) which are required for the full use of the Services.

It is the Customer's responsibility to keep any passwords relating to the Services confidential, and to change such passwords on a regular basis.

9.1.5 The customer will provide PRISU with:

- a. Such cooperation as is required by PRISU (acting reasonably) to empower the execution by PRISU of its commitments under the Agreement; and

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- b. All information and documents required by PRISU (acting reasonably) in connection with the provision of the services.

9.1.6 Payment

PRISU is the rightful owner of the website throughout the production of the website. When the website's outstanding cost is paid and when the website has been signed off by the Customer in a written notice or verbally, the Customer will be the rightful owner and will retain full ownership;

Full payment will be required within 2 weeks of the online review date. A late payment fee of \$49.00 +gst will be issued weekly until a payment arrangement and agreement has been made between the Customer and PRISU in accordance with clause 3.2.1

9.1.7 Termination

- a. PRISU may terminate this Agreement if the customer breaches the provision of this contract and the conditions has not been remedied by the customer. If the customer wishes to terminate this service they will still be liable for 50% of the remaining contract balance in relations to clause 7.
- b. PRISU may terminate this agreement if the customer does not respond to PRISU's requirements for the service of a period of 90 days and PRISU will send the unfinished website and files to the email address associated with the Customer's account in PRISU's system. PRISU will send at least a reminder per month after 30 days of the last contact from PRISU to the customer. The customer will still be responsible for the outstanding funds and the customer agrees and understands this website/s may be unfinished with PRISU having the rights to mark the website as completed.

9.1.8 Warranties

- a. The customer warrants to PRISU that it has the right to enter into and perform its obligations under the Agreement
- b. And that it will perform its obligations under the Agreement with reasonable care and skill.
- c. The customer understands that PRISU has designed and developed the website to work with the most common, updated and widely used versions of web browser technologies at the Effective date of this agreement and PRISU does not warrant that the website will work with any other browser technology.
- d. The customer understands that PRISU has designed and developed the website to work with the most common, updated and widely used devices. PRISU does not warrant that the website will work with devices that are 4 years older from the contract existence date.

9.1.9 Limited Liability

PRISU holds no responsibility for any delays during the completion of the website caused by any of the following:

- a. Failure to meet the Customer's requests inside a sensible time period, because of continuous rejections of design reviews and development reviews.

- b. Failure on the Customer's benefit to give convenient approval or endorsement of required information for the service.
- c. Upon the sign off date of the website PRISU has no responsibility nor liable for the websites performance and digital items;

9.2.0 THE HOSTING SERVICES

Commencement. This hosting service commencement date will be in existence on the customers consent. A full months payment will be required in order for this service to commence.

9.2.1 This service PRISU will:

- a. PRISU will deliver a hosting area as outlined in the type of plan;
- b. Provide access upon the customers request;
- c. Monitor the service;

9.2.2 Publication at Customer's Risk

The Customer accepts responsibility for all information and material issued by the Customer over the Service, and indemnifies PRISU against any liability in relation thereto. In particular the Customer undertakes that it shall not publish, distribute or issue any information that is illegal, including defamatory or copyrighted materials. The Customer also acknowledges that PRISU does not vet or approve, and therefore does not accept any liability for any information or material available through any service. To the full extent permitted by law the Customer accesses and uses such information and material at his or her own risk.

9.3.0 THE SEARCH ENGINE OPTIMISATION SERVICE

PRISU will (But not limited to):

- a. Initiate work upon the date of first payment, this will be the start date of the project;
- b. Research keywords and phrases to the agreed amount;
- c. Create bank-links from other websites and/or directories;
- d. Editing some of the websites codes;

9.3.1 EFFECTIVE SEO SERVICE

The customer agrees and understands that effective SEO service determines on the following:

- a. Full bankend access to the website;
- b. Results does not only rely on PRISU's on page and off page work and there are other factors that may harm work PRISU applies for on page and off page. Factors such as Server slowness, websites loading time, the websites applications and more;
- c. Full access to existing website traffic statistics;
- d. The market demand of the specified key word or phrase;
- e. Authorisation to use customer images, files or content;
- f. Amount of Textual content;

9.3.2 THE CUSTOMER AGREES AND UNDERSTANDS THE RESPECT OF THIS SERVICE::

All documents, recommendations and reports are private and confidential. Unless discussed beforehand, information and reports provided by PRISU to the Customer to remain confidential and are prohibited from being repurposed for any other function (such as the self execution of SEO services) by the Customer or any third-party. Furthermore:

- a. PRISU has no control of the policies of search engines with respect to the type of sites and/or content that they accept now or in the future.
- b. Due to demand on specific or popular keywords or phrases PRISU does not guarantee the first position or consistent top 10 positions for any particular keyword, phrase or search term.
- c. PRISU is not liable for any sudden drops of this service if due to search engine updates that may affect the basics of search engine services;
- d. PRISU is not responsible for customers self backlinking;
- e. The customer agrees if the customer is to modify, update content/text or any information used for this service that was already updated/provided or/and amended by PRISU that PRISU will need to apply additional cost to rework the service.
- f. PRISU will not be responsible for the lack of the service if the Customer refuses to update content/text or any provided information to be updated to the customers website.

9.4.0 THE MAIL SERVICES

The Customer understands and agrees:

- a. PRISU will provide these services as outlined in the type of plan;
- b. Gmail email Customer may be used depending on the type of plan, in this case mail will be using the mail server of the hosting type of plan PRISU provides;
- c. Additional cost applies to installation of the email service to any device.
- d. PRISU will provide basic information to help the customer to install the email on to modern devices on their own.
- e. The customer will be responsible for taking its own backup.
- f. PRISU will only create the service and provide the customer with login details.
- g. PRISU will offer 1 hour free of charge to help migrate emails from the previous mail provider, in the case of the hour exceeding PRISU will inform the customer that the migration was unsuccessful within the free hour and more time will be necessary which will lead to additional cost for the additional hours.
- h. PRISU will not be responsible for any spam, harm or malicious activity. In the event of malicious activity to the service, the contract will be immediately terminated and the outstanding balance of the service will need to be paid.

9.5.0 THE DOMAIN SERVICES

The Customer understands and agrees:

- a. The Customer will be the rightful owner of the domain name only if a written notice is sent to PRISU before PRISU obtains the domain name from the third party domain registrar. If no

written notice is sent to PRISU before PRISU obtains the domain name from the third party domain registrar, PRISU is the rightful owner and has full ownership of the domain name.

- b. The Customer has the right to request to become the owner of the domain name with a submission fee of \$99.00. In the request of the submission PRISU will generate the transfer code and it will be up to the customer to retain this code and make the transfer. The customer understands the code is valid for a certain time period and acknowledges this is a industry standard.
- c. During the time of PRISU holding the ownership of the domain, the customer will not have access to the DNS zone records or any other access.
- d. The customer may request a record to input for the DNS zone and PRISU will not be responsible for the activity it presents. Termination will apply for harmful or malicious activity.

9.6.0 THE SOCIAL MEDIA SERVICES

PRISU will:

- a. Provide advertising according to the agreement as outlined in the type of work of scope;
- b. Provide the best expertise available for this service.
- c. Run the advertising for the duration of the agreement in the contract;
- d. optimise the advertising if only PRISU finds an opportunity to enhance the service;
- e. Will not guarantee or warrant regarding the results of your advertisement;

9.6.1 The customer understands and agrees:

- a. The management fee consists of monitoring, modifying and enhancing the advertisement;
- b. The monthly management fee will increase if the customer wishes to increase their maximum spend.
- c. The customer does not own the advertisement;

9.6.1 FOR AN EFFECTIVE SERVICE

The customer acknowledges and agrees:

- a. Some digital items will need to be approve in a reasonably time;
- b. Additional cost applies if the customer wishes to modify approved digital items, see [clause 19](#);
- c. The demand of the customers goods or services in its industry play an important role and PRISU is not responsible for the demand if the demand is low.
- d. Response time to PRISU's requirements needs to be reasonably good.
- e. To provide required information to PRISU's request for this service.
- f. That PRISU makes best efforts to manage the service in line with the agreed budget, the exact spend with this service over any month will vary depending on the market conditions and the number of days in a month. In the event of over/underspend PRISU will endeavour to adjust the spend accordingly to compensate. This spending adjustment will only have a short-term impact on performance.

9.7.0 THE SSL CERTIFICATE

The customer understands and agrees:

- a. This service can only be offered if the website is hosting with PRISU;

- b. This service is a yearly service that requires website on page changes one time in the initial setup.
- c. This service can only be applied if the customer's website is hosted with PRISU;
- d. Additional cost applies if the customer wishes to transfer this certificate to another provider and that the additional cost depends on the new provider. The transfer may not be able to transfer but is depended on the new provider.
- e. This service does not guarantee 100% protection from malicious activity but only helps the protection.
- f. PRISU will not warrant the website if the website incurred malicious activity.

9.8.0 THE VIDEO PRODUCTION SERVICE

The customer understands and agrees:

- a. PRISU will be the full owner of the videography until the project is signed off by the customer and the outstanding payments are paid in full.
- b. Some digital items needs to be approved before continuing the project, the customer will be responsible for the delay for these goods.
- c. If the customer wishes to modify approved digital items, the customer agrees and understands additional cost applies and the hours are determined by the customers modification request.

9.9.0 THE MYPRISU SYSTEM SERVICE

PRISU will determine the commencement date of the service. In most circumstances commencement date will not be on contract sign up date as certain digital items needs to be created differently for each customer. The customer agrees and understands this service is only a web application that has available connections to websites that are able to accept connection.

9.9.1 This service, PRISU will (but not limited to):

- a. Provide access to the system with a graphical interface with privileges to certain functions depending on the type of plan;
- b. Provide basic help information on the request of the customer;
- c. Provide reasonable support up to a maximum of an hour per month;

9.9.2 Delivery and acceptance. The customer agrees and understands:

- a. The purchase of this service only provides access to the systems private web interface for the customer;
- b. Request to modify a certain part of the system that doesn't exist will incur major additional cost;
- c. There is a maximum capacity which varies depending on the type of plan for the use of file storage which includes the amount of information uploaded to the system from the customer.
- d. The use of the service does not provide a public website but provides an available connection to the customers website and a private interface that requires private credentials, these credentials are passed to the customer from PRISU;
- e. This system and the customers public website are two separate assets;
- f. Relations to clause 7.0.0, Sudden termination or/and suspension of the service if malicious or unlawful activity are discovered.

9.9.3 Ownership.

PRISU is the rightful owner of the system.

9.9.4 The customer is the rightful owner of all digital items related to this system uploaded by the customer and PRISU is not responsible for these digital items.

9.9.5 Warranties. PRISU does not warrant:

- a. damages or lost of digital items uploaded to this system by the customer. PRISU does not guarantee 100% uptime of the system and is not responsible or liable for the servers it runs on in accordance to clause 10;
- b. Damages or/and loses due to system failure or/and malicious attacks;

10.0.0 THIRD PARTY APPLICATIONS/SOFTWARE

PRISU third party proprietary systems reserve the right to update and change their Terms and Conditions at any time. You are advised to check the appropriate Terms and Conditions from time to time for any updates or changes that may impact you. PRISU may provide a website address to the third party or parties associated with the Customers type of plan(s) only on the Customer request. The Customer understands and agree that PRISU does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party proprietary systems.

11.0.0 FAILURE OF EQUIPMENT OR ILLNESS OF PRISU EMPLOYEES AND CONTRACTORS

Whilst all reasonable care and preparation is taken for all services and goods, PRISU will not be liable for any compensation except for return of any outstanding payments, should a failure occur in all or any of the electronic equipment used or due to illness or death or sudden absences of the operators or person(s) employed or engaged by PRISU or because of an unforeseen event or any dispute regarding the ownership of services or goods. In the case of this clause PRISU will pass all work to the customer and return outstanding payments, PRISU will keep the funds accordingly to the work completed. PRISU will endeavour it's best to provide recommendations to the customer to help find a new provider for the failure of a service of goods due to the above circumstances.

12.0.0 GoPlaza, The Product

GoPlaza is a Product designed and built by PRISU. This product is offered as a service. PRISU is the rightful owner of this product. The customer understands and agrees PRISU is not liable for any loss or damages to any data held with the system. PRISU will but not limited to make monthly backups, it is up to the customer to ensure a manual backup is done on their side from time to time.