

# TERMS OF BUSINESS

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement.

## General Terms

These terms and conditions apply in respect of all work undertaken by Mooning Agency Pty Ltd (ACN 656 190 608) (hereinafter referred to as "Mooning"). By engaging Mooning with their business, the clients will be accepting the following terms and conditions. These Terms and Conditions are subject to change without notice and may be superseded. Mooning may modify these Terms and Conditions by general notice on a page of our website, by email or by any other method of communication.

### 1. Definitions

1. The Agreement, as varied from time to time, applies to the provision of all services by the Company to the Client pursuant to the Agreement, together with any non-excludable conditions and warranties expressed by law, constitutes the entire agreement between the parties.
2. "Agreement" means these general terms and conditions herewith.
3. "Client" means the person and/or business described as the client in the Agreement
4. "Company" means Mooning
5. "Business Day" means any day that is not a Saturday, Sunday or a public holiday in Victoria.
6. "Fees" means the Price together with any Additional Charges incurred by you relating in any way to this Agreement and the Services.
7. "Website" means your website designed, built and hosted pursuant to this Agreement.
8. "Campaign Scope" means the document entitled either "Scope" or "Proposal" provided by Mooning to the Client containing the Services, Price and the Term of the campaign.
9. "Intellectual Property" means the intellectual property attaching to the Services including copyright, patents, trademarks, design rights, domain names whether registrable or not and whether registered or not.
10. "Confidential Information" means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably to be considered to be confidential based on its context, nature or the manner of its disclosure, but excluding:
  11. information that is in the public domain other than by a breach of this Agreement; and
  12. information developed independently by a third party.
13. Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Scope or Proposal.

14. "Price" means the fees outlined in the Agreement
  15. "You" and "Your" means the Client named in the Agreement
  16. "Our", "Us", "Mooning" and "We" means the "Company" Mooning Agency Pty Ltd (ACN 656 190 608)
2. The Client agrees that this agreement shall continue for the "term" from the date of this agreement. Once the "term" is reached, the campaign will continue to roll on until the client provides the company 30 days' written notice. In the event that the Client terminates the Company's services within the "term" from the date of this agreement, the Client agrees that they shall be liable for and pay the Monthly Fee for the balance remaining of the "term".
  3. The Client shall give feedback within the timeframe as stated in the timeline provided by the Company to avoid delays. The Company reserves the right to terminate the agreement in any of the following circumstances:
    1. the Client does not contact / respond to requests by email or telephone within ten (10) working days.
    2. the Client's instructions deviate from this agreement and/or the Client refuses to pay any additional fees if required to do so for any additional work required.
    3. the Client fails to provide content, and/or any additional information requested by the Company within the reasonable deadlines stated.
    4. the Client has more than 1 outstanding invoice in the balance.
  4. In the event of any of the above stated occurrences, the Company may terminate the agreement in writing. Should the Company proceed with a termination, the Client is responsible for the remaining balance to be fulfilled in the Agreement.
  5. The Client acknowledges that the Company makes no warranty that our service will guarantee any increase in traffic, sales, business activity, profits or any other form of improvement for the Client's business or any other purpose. The Client shall indemnify the Company for any damages or losses arising from or as a consequence of the provision of the Services.
  6. The Client undertakes to handle all personal data in the Website in accordance with the provisions of the Personal Data (Privacy) Ordinance, including but not limited to the following:
    1. collect adequate, but not excessive, personal data by lawful and fair means only for lawful purposes related to the functions or activities of the Website;
    2. take all reasonably practicable steps to ensure that the personal data collected or retained are accurate, having regard to the purposes for which they are to be used;
    3. erase personal data which are no longer necessary for the purposes for which they are to be used;
    4. use the personal data collected only for purposes or directly related purposes for which the data were to be used at the time of collection, unless the individual concerned has given express consent for a change of use or such use is permitted by law;

5. take all reasonably practicable steps to ensure that personal data are protected against unauthorised or accidental access, processing, erasure or other use;
  6. take all reasonably practicable steps to ensure that a person can be informed of the kinds of personal data that the Website holds and the purposes for which the data are to be used; and
  7. permit persons to access and correct personal data of which they are the data subjects and process any such access/correction requests in a manner permitted or required by law.
7. The Client warrants to the Company that it shall indemnify the Company for any breach(es) of personal data privacy claims.
  8. The Monthly Fee may be made by the Client to the Company by bank transfer, cheque or online direct debit via our secure online payment portal. The Company shall commence to provide the Services herein to the Client upon receipt of the Client's first payment and thereafter the Client shall settle the Monthly Fees within 7 days upon receipt of ongoing invoices issued by the Company. The Company reserves the right to assess and collect late-payment charges of 5% per month on any outstanding balances of the Monthly Fee(s).
  9. There are no refunds available on services provided by the Company once payment is affected by the Client. There is also no credit SERVICE AGREEMENT transferred unless the Company agrees. There is also no credit transferred unless the Company agrees.
  10. Any agreement to engage the Services of the Company is made in accordance with Australian laws and regulations. The Services are considered entered into under the jurisdiction of the State of Victoria, Australia. If any dispute arises between the Company and the Client, both parties irrevocably submit to the jurisdiction of the courts of the State of Victoria, Australia.
  11. The Client shall not offer any form of employment to the Company's current and past staff whilst using the Company's services, or within 12 months of ceasing the Company's services at any time during the Term hereof to the expiry of twelve (12) months after the date of termination of this Agreement (as the case may be) employ or attempt to employ any person who is, or shall at any time between the date hereof and the date of such termination be, one of the Company's employees engaged in providing the Services.

## **Web3/NFT/Metaverse/Blockchain Services**

The following terms relate to the supply of Web3/NFT/Metaverse/Blockchain services ("the Services") by the Company to the Client.

1. The Company agrees to provide the Client with the Services and is authorised by the Client to undertake the relevant activities to ensure they can deliver the agreed to Services.
2. The client acknowledges and agrees that:
  1. If the Services provided are delayed and are not as a result of any fault(s) on the part of the Company, no refund or compensation will be offered to the Client.

3. For any consulting projects undertaken by the Company, you agree as follows:

3.1 The Company shall use reasonable endeavours to complete the Services by the Completion Date or any other dates agreed by the Parties.

3.2 The Services shall be performed by such employees or agents that The Company may choose as most appropriate to carry out the Services.

4. NFTs projects undertaken by the Company you agree as follows:

4.1 There is no guarantee NFTs will have or retain any value;

4.2 The Company will not be responsible for any of the risks associated with using Internet-native assets;

4.3 The Company does not make any guarantees about the availability of the Asset on the Internet;

4.4 The Company will not be responsible for any upgrades made to the blockchain that the Asset and NFT is recorded on that might affect the Asset or NFT in any way;

4.5 The Company is not responsible for any secondary market transactions that occur for any NFT projects.