



Terms & Conditions

Overview

You, the client/s, understand and agree that Your Clicks is a Brand owned and operated by Your Clicks Pty Ltd. You, the client/s, understand and agree prior to the commencement of any Your Clicks promotion, trial, or service that the following terms and conditions apply to our contracted subscription plans. Please read the following terms and conditions including the provision of Your Clicks' opt out clauses, which are available if you, the client/s, have not received a return on your investment for a period of one (1) month during any period for our online marketing management services excluding Search Engine Optimisation, which has an opt out clause if you, the client/s, have not received a return on your investment for a period of three (3) months during any period of our Search Engine Optimisation management.

Who we are

Your Clicks has completed the required criteria set down by Google AdWords™ to hold the status and credentials of Google Partner™. In addition, Your Clicks holds expertise in Search Engine Optimisation (herein known as "SEO"), Website Optimisation and Development, Facebook™ Marketing Management and Website Hosting.

Service Guarantee; Google AdWords Management

You, the client/s, understand and agree that, for the purposes of providing a fair service with reasonable exchange of costs to us for profits gained by your business from our services, Your Clicks provides a limited Service Guarantee for a period of 12 (twelve) months or 24 (twenty-four) months from the commencement of any such service by you, the client/s. The Service Guarantee is that, for your contracted period, as well as the provision of the service, you will receive a return on your investment to the minimum value outlined in the subscription option of your choice.

While Your Clicks is providing you with this minimum level return on investment, you, the client/s, are bound to remain subscribed to Your Clicks management services for the duration of your selected contract. If, during your contract Your Clicks fails to deliver the return on investment for a period of no less than 1 (one) month, you, the client/s, have the right to opt out of the contract at this time. You are also able to remain in the contract but receive a credit for the equivalent period of time where a return was not generated. This means Your Clicks owe you the return on investment associated with the package you chose for that period of time where you did not receive it and, at the end of your contract, you can continue to receive our management services at no cost for the same period of time you were not receiving the agreed minimum level of return.

This protects you as follows:

Firstly, if you see that the return was not at the minimum guaranteed level and do not have confidence in our management service getting things to that minimum level, you can leave immediately to avoid further losses.

Or, if you see that the return was not at the minimum guaranteed level and do have confidence in our management service getting things to that minimum level, you can remain in your



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contracted term and collect the free service equivalent after the contracted period ends for the equivalent lost time. Thus protecting your investment and ensuring you get your full value minimum return on investment.

The condition of this opt out clause is that if you, the client/s, do choose to remain receiving management from Your Clicks for the remainder of the term after the minimum level return on investment has not been obtained and Your Clicks then do start to produce that minimum level of return, you, the client/s, will no longer be able to opt out unless the return on investment level drops below the minimum guarantee again for a period of 1 (one) month. The same opt out clause will apply in this instance throughout your contracted period with Your Clicks.

Commencement of services will officially start 48 hours, over consecutive business days, after your initial setup payment to allow for provisioning and setup of your online marketing management services.

Service Guarantee; Search Engine Optimisation

You, the client/s, understand and agree that, for the purposes of providing a fair service with reasonable exchange of costs to us for profits gained by your business from our services, Your Clicks provides a limited Service Guarantee for a period of 12 (twelve) months or 24 (twenty-four) months from the commencement of any such service by you, the client/s. The Service Guarantee is that, for your contracted period, as well as the provision of the service, you will receive a return on your investment to the minimum value outlined in the subscription option of your choice.

While Your Clicks is providing you with this minimum level return on investment, you, the client/s, are bound to remain subscribed to Your Clicks management services for the duration of your selected contract. If, during your contract Your Clicks fails to deliver the return on investment for a period of no less than 3 (three) months, you, the client/s, have the right to opt out of the contract at this time. You are also able to remain in the contract but receive a credit for the equivalent period of time where a return was not generated. This means Your Clicks owe you the return on investment associated with the package you chose for that period of time where you did not receive it and, at the end of your contract, you can continue to receive our management services at no cost for the same period of time you were not receiving the agreed minimum level of return.

This protects you as follows:

Firstly, if you see that the return was not at the minimum guaranteed level and do not have confidence in our management service getting things to that minimum level, you can leave immediately to avoid further losses.

Or, if you see that the return was not at the minimum guaranteed level and do have confidence in our management service getting things to that minimum level, you can remain in your contracted term and collect the free service equivalent after the contracted period ends for the equivalent lost time. Thus protecting your investment and ensuring you get your full value minimum return on investment.



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The condition of this opt out clause is that if you, the client/s, do choose to remain receiving management from Your Clicks for the remainder of the term after the minimum level return on investment has not been obtained and Your Clicks then do start to produce that minimum level of return, you, the client/s, will no longer be able to opt out unless the return on investment level drops below the minimum guarantee again for a period of 3 (three) months. The same opt out clause will apply in this instance throughout your contracted period with Your Clicks.

Commencement of services will officially start 48 hours, over consecutive business days, after your initial setup payment to allow for provisioning and setup of your online marketing management services.

Our Reporting

You, the client/s, understand and agree that, Your Clicks provides reporting for the performance of your accounts being managed by Your Clicks. Your Clicks also provides regular consultations to you, the client/s, and this reporting and consultation is a part of the provision of service for Your Clicks' management contracts. Your Clicks is not liable for any outside decisions made by you, the client/s, based on any reporting or consultations provided by Your Clicks. Our reporting and consultation is focussed on improving results for the services we manage for our client/s only.

You, the client/s, understand and agree that, reporting for your online marketing management services is provided to you in many different ways by Your Clicks. Your Stats is an online customer portal you will be given access to for monitoring of key statistics about your online marketing progress with Your Clicks. You, the client/s, will also be entitled to receive mandatory weekly and monthly email reporting, in accordance with the services that you, the client/s, have subscribed to with Your Clicks.

Finally, a member of our customer relations department will contact you each week by telephone to discuss changes made by your account manager and obtain feedback from you, the client/s. Depending on the service level you have opted in for you will also meet on the telephone with your account manager once per month or fortnight to discuss account strategies and provide feedback directly to your account manager.

Measuring Your Return on Investment

You, the client/s, understand and agree that provision of Your Clicks' return on investment guarantee is further limited to Your Clicks utilising tracking technology to determine the productive outcome of any and all traffic, referrals or conversions generated during and after any agreed period. Tracking technology includes, but is not limited to, Google AdWords Conversion Tracking™, correctly installed for Google AdWords Campaigns™, Google Analytics™ and Google Webmaster Tools™. These tools are free to use and are installed by your account manager for no additional cost as part of your account setup. You will need to obtain and provide access to your website FTP Details and assist us with adding administrator privileges where applicable.



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Keyword Choices

You, the client/s, understand and agree that selection of AdWords™ and SEO Keywords is determined to provide the optimum results for you, the client/s, in line with our return on investment guarantee, and is based on in-house research and testing. Where a client elects to direct Your Clicks to include keywords, values or third party data to a campaign, no guarantee of service applies. This applies to keywords that Your Clicks specifically advise will be difficult or unlikely to produce a return on investment, not keyword suggestions that we review and determine could be effective. If you, the client/s, wish to suggest keyword ideas, we will review these keywords individually and report back to you on these keywords with supporting evidence of our opinion on their likely success rate.

Conversion Rate for Leads

You, the client/s, understand and agree that it is the responsibility of you, the client/s, to advise Your Clicks of the limitations of your ability to manage any and all internet traffic and/or subsequent phone traffic that you, our client, is unable to service and any and all adverse effects from failing to notify Clicks of any such limitations. When determining your return on investment from leads, Your Clicks will apply a reasonable 20% (twenty percent) conversion rate from leads to sales which will be used as the figure to calculate your return on investment on accounts where we are generating leads and sales enquiries. This means one out of every 5 (five) interested prospects, you need to be converting at least 1 (one) from 5 (five)

Further Terms of Our Service Agreement

You, the client/s, understand and agree that, as Your Clicks is a brand owned by the corporate entity Your Clicks Pty Ltd, it is important to note that not all products and/or services referred to on this website or that are used in the provision of online marketing management services for the client/s are provided by Your Clicks.

You, the client/s, understand and agree that, with regards to the provision of service and where that service is Google AdWords management or SEO management, Your Clicks will hold and reserve the right not to take on your account or provide you with a service set-up or ongoing management. In this case you will receive a full refund of any monies paid. This will be determined within your 48 hours provisioning period.

Although Your Clicks are certified by Google AdWords you, the client/s, understand and agree that Your Clicks Pty Ltd and its brands, including but not limited to Your Clicks, has no affiliation with Google™ or its products and services including but not limited to Google AdWords.

You, the client/s, understand and agree that, upon cancellation of your online marketing management services with Your Clicks, all outstanding monies will need to be paid in full directly to Your Clicks within 10 business days of your cancellation request being processed. Cancellations that are not provided with a period of 2 weeks notice will incur a cancellation charge of \$99 (ninety-nine dollars), excluding GST, which will be invoiced directly to the former client/s.



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You, the client/s, understand and agree that Your Clicks reserves the right to use a debt collector or debt collection agency at a cost that will be invoiced directly to the former client/s for any unpaid invoices that remain overdue for 14 (fourteen) days after an initial 28 (twenty-eight) days late payment cycle.

You, the client/s, understand and agree that in order to obtain a first page position and/or top 3 Google AdWords result is something that cannot be guaranteed. Agreement from the client for the recommended cost per click will be sought during communications with the client/s personal account manager. Your Clicks guarantees the value of their service through a return on investment based on the costs we charge the client/s for our online marketing service and subscription options.

Your Clicks Pty Ltd is not Google, nor do we work with clients on their request. Our relationship with Google is that we have received accreditation by completing the requirements of the Google AdWords Partner program. However, as per Your Clicks' agreements for Google AdWords management, we will make recommendations based on the analysis of Google AdWords conversion tracking data as to what positions hold the best ROI for different Google AdWords Campaigns and AdGroups being monitored, optimised and/or reported on by Your Clicks.

You, the client/s, understand and agree that it is at the discretion of Your Clicks to provide you with ongoing services in terms of online marketing management. Contracted agreements can be made between Your Clicks and any other entity that Your Clicks agrees to provide online marketing management services to. However, Your Clicks has a no competition policy where we would not sign a new agreement with a client if they would directly compete with an existing client, regardless of whether that client offered us a higher rate of payment

Acceptance of Terms and Conditions, Provision of Service and Providing Payment

You, the client/s, understand and agree that, by choosing a subscription package, entering your payment details and making your payment to Your Clicks, that you confirm your acknowledgement and acceptance of the abovementioned terms and conditions. This agreement is binding between you, the client/s, and us the vendor of online marketing management services under a contracted period. By accepting this agreement and proceeding to make your payment to Your Clicks, you understand and agree that you will be processed as a registered subscriber to Your Clicks under the terms and conditions you have agreed to here.