**Shazamme Pty Ltd & Shazamme LLC**

**Product Terms and Conditions**

**1. General**

Welcome to Shazamme! Our terms and conditions ensure a clear understanding and smooth collaboration. These become effective when you approve an order for any Shazamme product or service.

**1.1** **Communication:**  We'll keep in touch via email, Google Meets, and text messaging.

**1.2** **Third-party Changes:** Once your order is approved, Shazamme won’t be held liable if any outside software or website you use makes changes afterward. By “third-party applications or websites” we mean any service we don’t own or control such as:

* **Payment processors** (e.g., Stripe, PayPal)
* **Mapping or location services** (e.g., Google Maps, Mapbox)
* **ATS and CRM tools** (e.g., Salesforce, HubSpot)
* **Messaging platforms** (e.g., Slack, WhatsApp)
* **Social media sites** (e.g., Facebook, Twitter, Instagram)

If any of these change their features, pricing, interfaces, or policies after you place your order, that’s on them, not on us.

**1.3** **No Guarantee of Business Improvement:**  Our products and services do not guarantee increased revenue, social media ranking, or other business outcomes.

**1.4** **Respect and Termination:**  We value mutual respect. Abuse towards our staff, in any form, may result in agreement termination.

**1.5** **Content Standards:**  We reserve the right to decline projects with prejudicial, biased, or inappropriate content.

**1.6**  **Terms and Conditions Updates:**  These may change over time. We will notify existing clients of significant changes.

**1.7**  **Currency:**  All prices are in US Dollars unless stated otherwise.

**2. Pricing & Payment Terms**

**2.1** **Pricing Review Rights:**  Shazamme reserves the right to review and adjust pricing at any time.

**2.2** **Plan Upgrades for Business Growth:**  If your business gets too big for your current plan before your contract ends, we’ll move you to a plan that fits your number of jobs or staff size. Please refer to our [pricing page](https://web.shazamme.com/site/830055a8/pricing?nee=true&ed=true&showOriginal=true&preview=true&dm_try_mode=true&dm_checkSync=1) for recruitment and for [employer brands](https://web.shazamme.com/site/830055a8/employer-career-site-pricing?nee=true&ed=true&showOriginal=true&preview=true&dm_try_mode=true&dm_checkSync=1)

**2.3** **Inflation Adjustments:**  Due to ongoing inflation, CPI, and cost of living changes, Shazamme reserves the right to adjust pricing annually.

**2.4** **Late Payment Penalties:**  Late payments may incur penalties. For details, refer to APPENDIX A: SHAZAMME Late Payment Penalty Structure.

**2.5**  **Consequences of Extended Late Payment:**  Payments delayed beyond 8 weeks could result in your site becoming offline and inaccessible, and only as a last resort.

**2.6**  **Open Line of Communication:**  For any billing concerns, contact accounts@shazamme.com. We're here to find solutions together.

**2.7** **Refunds:**  Shazamme does not have lock-in contracts, however, if you do choose to terminate your order during the cycle of your agreement due to no fault of Shazamme, then no refund will be provided.

**2.8**  **Termination:**  Either party can terminate the agreement, in writing, before the renewal period without incurring any further costs from Shazamme directly. This does not include any third-party suppliers you may have engaged directly with specifically for your website.

**3. Websites**

**DEFINITION OF TERMS:**

“Website” and “site” are used here interchangeably; both hold the same meaning referring to a page or collection of pages on the World Wide Web.

“Full build” refers to building the site entirely on the Shazamme platforms.

“Minor changes” refers to any edits or changes in the text, replacement of images, or change of color, but do not change the website's layout, require additional pages, add-ons or any additional technical work.

**3.1**   All Shazamme clients or direct customers must complete our build form for every site you have asked us to build. This is to avoid complications regarding changes or communications getting lost using other methods.

**3.2**   Your pricing will follow our pricing guide published on the website. Should your design agency introduce extraordinary requirements over and above our standard platform features, these may incur an additional cost.

**3.3**   In cases where the customer has a current website, Shazamme must be informed of the total number of pages and the features they want to keep for the new site before we give a quotation. If the website exceeds the number of pages for the package the client has selected additional charges per page may apply.

**3.4**   Shazamme requires you to submit all information and web collateral needed to deliver your site before we start building it.

**3.5**   Shazamme will invoice you for the total amount based on the quotation you have agreed to. Once the invoice is settled and has been confirmed as paid, Shazamme will then move to a full build of the website. This will be finalized within 7-28 working days on average for a standard build. Note this can take longer depending on the complexity and/or number of pages of the website.

**3.6**  Shazamme will design and build your website using the information and assets you provided to us on the build form.

**3.7**  Shazamme will use imagery provided by you or will offer images from its library or the internet. Any image found that requires purchasing by Shazamme will be sent to you for approval. If approved, this cost will be added to your invoice.

**3.8** Shazamme requests that all imagery and Videos be appropriately labeled and of the highest quality possible. Videos should only be on YouTube or Vimeo, no other formats will be accepted. Shazamme will not restore low-resolution images or recreate or redesign any image to make it high-resolution.

**3.9**  Shazamme will transfer the website or any other product after all invoices are fully settled.

**3.10**  Once the site is live, any changes made by the client that result in site damages, malfunction, and the like, will not be the responsibility of Shazamme. Requests to repair the damage will incur an additional cost to be advised at the time of the request.

**4. Graphic Works**

**4.1**  Shazamme will ask the customer to complete an online Design Brief with all the details required to get started. Shazamme will then confirm the timings for completion of the project.

**4.2**  Shazamme will send the invoice and the project will commence once it is paid in full.

**4.3** Shazamme will deliver 2-3 project drafts within 3 days of the Design Brief being received.

**4.4** Shazamme will deliver the final logo within 10 days of the order being approved. This timeline becomes null and void should the client not return the Design Brief or feedback on the logo designs within the requested time frame.

**4.5**  Change of reference or a new set of instructions will be considered a new order. Shazamme will advise you of the cost, send an invoice, and start once paid.

**4.6**  After the customer approves the design, they will receive the order file.

**5. Technical work, creating widgets and installations**

**5.1** Shazamme will review and clarify where necessary regarding the information provided by the client and send suggestions or recommendations for its improvement.

**5.2** Once all is agreed upon, Shazamme will determine the level of technical work required and will send the final step-by-step workflow, cost, time frame and any other requirements. The customer needs to approve, object or send changes to the workflow. Once all are approved by the customer, Shazamme will send the final cost, timeframe and requirements.

**5.3** Once approved Shazamme expects that the customer has understood everything discussed and will provide the necessary requirements, and approve the associated cost.

**5.4** Upon approval, Shazamme will send an invoice for the total amount and start the project once paid.

**5.5** Any additional features or adjustments to be made that are not included in the original idea will be subject to an additional fee. Once paid, Shazamme will proceed with the additional changes.

**5.6**  Shazamme has the right to discontinue a project if the customer fails to provide the complete information.

**5.7** Once the technical work or widget has been submitted, Shazamme expects the client to check it and approve that it is completed and working as expected. Objections after the approval will be investigated to determine if it needs an additional cost or not.

**5.8** License of Widgets. When you purchase a widget from Shazamme, you acquire the right to use that item; you will not own it. You are provided with a license from Shazamme to use that item, with Shazamme being the owner of the Intellectual Property of that item. The item is for use only, not to be sold, lent, rented, given away or gifted. It is for use on your websites only and only on the dashboard we install the item in.

All Shazamme widgets are developed to work with the Shazamme platform. We do not guarantee the widget's performance should there be a conflict due to any other code or application non Shazamme related being added to the site of which the widget is intended. Should the user of the Shazamme widget change, adjust, add any code themselves or introduce any other third-party code as part of any other application from any other party we do not guarantee the performance or operation of Shazamme’s widget as initially intended and will therefore take on no liability in site performance issues.

**6. Dashboard and App Store Products**

6.1 The Terms in this document shall be applied to any and all other products sold to or leased by Shazamme clients. Any deviance from these terms shall be rectified and/or resolved by the Terms set out within this document.

**7. Miscellaneous items**

**7.1**  **Optimization:**  Search engines constantly launch new updates and adjust algorithms accordingly, and search ranking fluctuation for SEO and traffic fluctuation for SEM may occur. This may result in unfavorable outcomes which are out of Shazamme’s control, and we can't be considered in charge of such activities or events. We’ll try to optimize and align our strategies based on these updates, ensure that we promote the latest products and services of the business, and advise on any additional costs that may apply.

**7.2**  **Client Approval:**  Customers must review, liaise and approve any details sent by Shazamme’s team. Not approving on time will hold up the publishing process, where ads will not be served online or work will be delayed, which can result in a restart of the activities.

**7.3**  **Required Credentials:**  We will require your Application Tracking System or CRM  integration details, any Google Tag Manager or Google Analytics tag details, LinkedIn or Facebook pixels or any other integration details.

We require permission at the highest level. Confidentiality of your credentials being shared with the Shazamme team is expected to be maintained.

**7.4**  **Service Scope:** Other requests, like scripts not part of the availed package, must be done and installed by the customer’s developer. The Shazamme team can do it for you at an additional charge.

**7.5**  **Reports:** Shazamme provides monthly reports of the campaign performance, which can be accessed via the platform.

**8. Intellectual property**

**8.1**  The client retains all rights to the content, images, brand assets, everything that is visual. You can lift and shift the content, images etc to another platform if you would like to do so.

Any potential copyright works, ideas, discoveries, inventions, patents, products, documents, databases, emails, accounts, passwords, or any other information developed in whole or in part by Shazamme in connection with the provision of services to the client shall be the exclusive property of Shazamme and the client shall retain no ownership, interest, or rights therein.

**8.2**  The client acknowledges that all Intellectual Property Rights in any Confidential Information or Software developed by Shazamme, and in any enhancement, modification, or customization of such Software, and any other material proprietary to Shazamme, is lodged exclusively in Shazamme and that the client will not infringe Shazamme’s Intellectual Property Rights, nor seek to exploit or use any such material for its own purposes unless agreed in writing between both parties.

**8.3**  The client further acknowledges that all Intellectual Property Rights in the Confidential Information and the Software, in any other material proprietary to Shazamme, and in any enhancement, modification or customization of the Software developed by, utilized by or provided to the client in connection with the client's engagement of Shazamme to provide services to the client remains the property of Shazamme, and the client acquires no right or interest in such property

**8.4**  Where the client is given access to any such Software or any other thing in which Shazamme has Intellectual Property Rights, and following provision to such access the client authors any works in which copyright subsists or develops or creates any inventions or processes (whether capable of registration or not) (collectively Works), as legal and beneficial owner the client hereby:

**(a)** assigns to Shazamme all rights, title and interests in and all rights subsisting in the Works anywhere in the world, including all Intellectual Property Rights in the Works and all proprietary rights subsisting in any material form of the Works;

**(b)**  assigns to Shazamme all copyright subsisting in the Works which is created in the future;

**(c)**  agrees to assign to Shazamme the right, title and interest in and to all rights subsisting in future works anywhere in the world, including the Intellectual Property Rights not assigned under (a) or (b) and the proprietary rights subsisting in any material form of the Works not assigned under (a);

**(d)**  assigns to Shazamme the right to claim (and retain) any damages and other remedies (including but not limited to an account of profits) for past infringement of and wrongful interference to the Works which arose before this assignment; and

**(e)**  warrants that the client will procure consents with respect to all moral rights subsisting in the Works, including consent to do all acts or omissions about the Works, whether occurring in the past, present or future, from all clients and contractors involved in the creation of the Works that, but for this consent, would infringe any moral rights or similar rights the client or contractors may have anywhere in the world.

**APPENDIX A: Shazamme Late Payment Penalty Structure**

**Late Payment Penalties**

Interest Charges: After 7 days, an interest charge on the overdue amount of 2% per month will be applied to the outstanding balance. After 14 days, this increases to 5%.

Fixed Late Fee: In addition to interest, a fixed administrative fee of USD $50 will be applied monthly.

For extended delays of 8 weeks or more, Shazamme management may decide to close down your website and shut off any access to you or your staff. This is only a last resort and not something we would do lightly.

If you have any questions, email Shazamme Accounts at accounts@shazamme.com, and we will be happy to discuss the best solution going forward.