



# TERMS & CONDITIONS

This Terms of Service Agreement (“Agreement”) sets forth the terms and conditions on which you (the “Client”) has engaged BuzzDemand to perform certain Services as outlined herein. This is a legally binding agreement between you and BuzzDemand. By becoming a BuzzDemand Client, you agree to be legally bound by the terms and conditions set forth in this Agreement. The “Effective Date” of this Agreement shall be the date on which you submit your order for Services to BuzzDemand.

## 1. Services

By signing up with BuzzDemand, you agree to the terms and conditions of services outlined on our website ([buzzdemand.com.au](http://buzzdemand.com.au)). This agreement supersedes all agreements. It is your responsibility to read through these terms in full so you fully understand what you are agreeing to.

### 1.1. Third-Party Platforms

When working with third-party platforms like Facebook, Instagram, and Google Business Profiles, unexpected issues like service interruptions or password changes can happen. These are often beyond our control. In the event that you change your password and/or access, please report to BuzzDemand immediately to avoid any interruptions in your service. For optimal results, we recommend checking your accounts and our work at least once a week. This will help us stay aligned with your preferences and ensure efficient service.

BuzzDemand cannot guarantee uninterrupted service on third-party platforms. While disconnections or access issues may occur, we’ll still fulfil our content creation obligations as agreed upon. If platform access prevents BuzzDemand from posting, we’ll catch up by doubling your daily posts until all missed schedules are covered. This applies to technical issues outside BuzzDemand’s control.

Missed posts due to platform lockouts are not eligible for refunds. Please refer to our cancellation and refund policies for further details.

## **2. BuzzDemand Obligations**

### **2.1. Service Provision**

BuzzDemand will provide services to Client in accordance with BuzzDemand's standard policies and procedures. BuzzDemand reserves the right to reject Clients for any reason, at BuzzDemand's sole discretion. BuzzDemand will be responsible for all aspects of providing the Services.

### **2.2. Policy and Procedure Updates**

All BuzzDemand rules, policies and operating procedures concerning privacy, pricing, customer service, and all other aspects of the Services will apply, and BuzzDemand may change its rules, policies and operating procedures from time to time at its sole discretion. This includes pricing, package inclusions, and more. Clients may be grandfathered into an archived product if we still can offer it, but that is at BuzzDemand's sole discretion.

## **3. Service Descriptions, Fees, and Payments**

### **3.1. Payment Terms**

All fees for Services provided to Client are due and payable in full, in advance of provision of Services. A valid credit card for monthly payment of fees shall remain securely on file to cover monthly recurring charges for service.

### **3.2. Billing Cycle**

Initial charges for services shall be paid in advance of services. Client will be charged on the monthly anniversary of client first ordering services. Charges not paid on or before the due date for any reason will result in service suspension until full payment is received. Suspension of services for non-payment will not result in a proration of fees.

Subscriptions are set to auto-renew. If your recurring weekly/monthly/annual subscriptions ends, it will automatically renew unless you cancel your subscription manually. If you wish to stop your subscription, please use the client portal.

### **3.3. Refund Policy**

In the event that BuzzDemand fails to provide the services agreed upon, refunds can be requested. Missed posts due to platform lockouts are NOT eligible for refunds.

No usage of content created by BuzzDemand is allowed after a refund. Refunds will only be processed once all social media posts shared to your social media pages for that billing period have been deleted.

### **3.4. Cancellation Policy**

Cancellations are self-serve, accessible through the client portal. Prorated refunds are not provided for cancellations early in a billing period. Back payments for overdue accounts may be due without interest.

### **3.5. Agreement Supersession**

This Agreement replaces all previous agreements on the same subject matter unless a formal variance is confirmed by both the CLIENT and the executive level management at BuzzDemand.

### **3.6. Quality of Posting**

This Agreement replaces all previous agreements on the same subject matter unless a formal variance is confirmed by both the CLIENT and the executive level management at BuzzDemand.

### **3.7. Posting to Multiple Platforms and Missed Posts**

Client responsibility includes reconnecting social media profiles. Missed posts due to client's failure to reconnect are **NOT** grounds for a refund. BuzzDemand will reschedule missed posts upon reconnection.

### **3.8. White Labelling/Resellers**

Resellers must pay for services in advance. Responsibility for collecting payment lies with the resellers. BuzzDemand is not responsible if the reseller's client fails to pay. Resellers must alert BuzzDemand to client cancellations promptly.

## **4. WARRANTY DISCLAIMERS**

### **4.1. Refund Policy**

In the event BuzzDemand fails to create at least one post per week, the Client agrees to accept a credit in the amount the value of that post.

In the event that BuzzDemand fails to provide the services agreed upon, refunds can be requested. Missed posts due to platform lockouts are NOT eligible for refunds.

### **4.2. Disclaimers**

BuzzDemand expressly disclaims all warranties related to this Agreement, services, or any materials provided to the Client, whether express or implied.

## **5. INDEMNITY**

The CLIENT will indemnify and hold harmless BuzzDemand and its affiliates from any losses, costs, damages, liabilities, and expenses arising from any breach of the terms of this Agreement.

## **6. LIMITATION OF LIABILITY**

BuzzDemand Services shall not be liable for indirect, consequential, incidental, or special damages. The liability for any claim shall not exceed the amount paid by the CLIENT for the previous one (1) month of services.

## **7. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties may be amended or modified by BuzzDemand Services. Notices of changes will be sent to the Client's last known email address.

## **8. Credit Card Disputes**

This Agreement constitutes the entire understanding between the parties may be amended or modified by BuzzDemand Services. Notices of changes will be sent to the Client's last known email address.