

Digital Signage Agreement (DSA)

This Agreement is between Bold Media Group and the party described in item 1 of the Schedule (Client).

Introduction

- This DSA outlines the framework for Bold Media Group to provide ongoing support to the Client for products & services listed in Schedule 1
- Your DSA may include, and is not limited to, the following services
 - a) Installation
 - b) End user training
 - c) Customised design and creation of on-screen marketing content
 - d) Moves, Adds and Changes (MAC), such as alterations to schedules and playlists
 - e) Technical support
 - f) Managed help-desk with automated ticketing system
 - g) Ongoing account management
 - h) Ongoing maintenance of hardware or software as required

Payment

Bold Media Group's DSA has two payment options

Finance

Finance is provided by a third-party financier. These include but are not limited to Capital Finance Australia Ltd, Grenke, Finlease, DLL, Vestone and Angle Finance, using either a Rental, Chattel Mortgage or Lease Agreement (refer to specific contract).

Outright Purchase

50% payment within 7 days of accepting the proposal with the balance paid with 7 days of the completion of the project.

Direct Debit

If you have signed up for a Bold Media Group content changes agreement, this will be direct debited either weekly or monthly as agreed.

Digital Signage Content Packages

Bold Media Group offers three flexible content service tiers designed to meet the unique needs of each client:

1. DIY (Do It Yourself) Content Management

This option provides clients with full creative control over their digital signage content. Clients are responsible for creating, uploading, and scheduling content via the Content Management System (CMS).

- **Inclusions:**

- Full access to the CMS
- Training provided prior to installation

- **Client Responsibilities:**

- Content creation and design
- Content scheduling and updates

2. Starter Content Package

Designed for clients seeking initial support with content creation, this package includes up to 20 custom-designed content pieces. These may include promotional offers, branded templates, and layouts in both landscape and portrait orientations.

- **Inclusions:**

- Up to 20 professionally designed content pieces
- Editable content templates provided via Canva
- CMS training prior to installation

- **Client Responsibilities:**

- Approval of initial content
- Ongoing content updates and scheduling via the CMS

- **Additional Options:**

- New templates or content can be added at any time; fees quoted based on scope
- Upgrade to Managed Content Package available post-installation

3. Managed Content Package

This premium package unlocks the full potential of digital signage by providing unlimited content updates and new designs through our professional design team. Content may include static designs, animations, stock video assets, or client-supplied video suitable for screen display.

- **Inclusions:**

- Unlimited content updates and new designs. Turn around is up to 14 days
- Access to animation and video design services
- Integration of client-provided media
- Bold Media Group will manage the loading and scheduling of content as required

- **Flexibility:**

- No contract required

Client Responsibilities

Client agrees:

- To request alterations to on-screen content exclusively via **screencontent@boldmediagroup.com.au**
- To send requests for technical support to **support@boldmediagroup.com.au**
- They acknowledge that Bold Media Group assume no liability regarding copyright laws for content supplied by the Client
- That Stock Images will be utilised from time to time unless suitable imagery has been provided by the Client
- The Content Package covers products and services relating to the trading entity brand only. If advertising space is on-sold, Client to provide appropriate content
- To provide approval or guidance to content design within 48 hours. After 48 hours, Bold Media Group may load and schedule content provided that the content meets the brief
- They acknowledge that external parties to Bold Media Group may be utilised to sell, install, support, and design content under this agreement
- From time to time, we may require the Client to assist our technicians in troubleshooting of technical enquiries
- To provide Ethernet or Wi-Fi Internet connectivity to the panel
- Ensure that power points are installed in the designated locations by a licensed electrical contractor
- Obtain any required signage approvals from relevant government bodies, such as VicRoads and local government
- That on the day of Installation the site may experience some interruption to operation
- That customised photography, video content and animated content isn't included in the agreement unless agreed to by Bold Media Group
- That Bold Media Group can use the on-screen content, or photos of the installation, in its marketing activities unless specifically opted out
- They are solely responsible for patching holes in walls, floors etc caused by the installation if the client wishes to cease this agreement

Requesting Support

The Client can call 1300 951 854 or email **support@boldmediagroup.com.au** to lodge support requests. Bold Media Group has dedicated help-desk and ticketing system to effectively manage requests. Contacting your account manager to request support should be avoided to ensure that requests are not missed or delayed.

Service Level Agreements (SLAs)

At all times, our goal is to provide fault resolution as quickly as possible. There are factors outside the control of Bold Media Group, so the resolution time vary. Faults and issues will be classified based on their Business Impact as below:

Priority 1 (P1)

- Are classified as the Client experiencing a complete outage which has a significant impact the ability of the business to operate.

Example

- ° Screens not powering on
- ° Response Time = 1 Business Day

Priority 2 (P2)

- Are classified as the Client experiencing a fault or issue that impacts the day-to-day operation of the business but doesn't materially affect their ability to operate.

Example

- ° Screens are Online but content won't update
- ° Response Time = 3 Business Day

Priority 3 (P3)

- Are classified as the Client requiring a change/MAC request which doesn't impact the ability of the business to operate.

Example

- ° Request for new content
- ° Response Time = 14 Business Day

Travel requirements may affect these response times.

We will use all due care and skill in providing services but do not guarantee that they will be continuous or fault free. Due to suppliers being out of our control, we do not offer a guaranteed restore time. We will however manage the fault on your behalf where possible and keep you updated.

Ownership of Content

Client acknowledges and agrees that all content created by Bold Media Group remains the property of Bold Media Group. Client shall have a non-exclusive, non-transferable license to use the content solely for the purposes outlined in this Agreement. Content created can be purchased from Bold Media Group. Associated costs for the purchase of content will be provided upon request.

Limitation of Liability

Bold Media Group shall not be liable for any damages arising out of or in connection with the content design services or installation and support services provided under this Agreement, including but not limited to indirect, incidental, special, or consequential damages, except for damages caused by the gross negligence or wilful misconduct of Bold Media Group.

Termination

The Client may terminate this DSA at any time with 30 days written notice. Any monies paid by the client will be forfeited and any remaining contracted payments will need to be paid. If the Client chose to pay by Finance, the Client will need to continue to pay the remaining finance instalments or pay out the agreement. If the Client chose to pay by Direct Debit, the Client will need to pay the remaining instalments in a lump sum. Requests for termination must be sent to screencontent@boldmediagroup.com.au

SCHEDULE 1

1 Client

Company Name:
ABN/ACN:
Site Address:

2 Product & Services

3 Start Date

The DSA will start on the day of installation of your Service

4 Term

Minimum ____ month(s)

5 Price

____ per month ex GST

SIGNED for and on behalf of the party listed in item 1 of the Schedule by its authorised representative:

.....
Signature

.....
Position

.....
Full Name

.....
Date Signed

Direct Debit Agreement and Terms

1. I/We, the undersigned hereby request and authorise **Bold Media Group Pty Ltd. ABN 77 636 449 155** (Bold Media Group) or their Payment Agent(s) including but not limited to GoCardless, to debit my/our Payment Method specified above to take payment for all charges in relation to the Account Details specified above.
2. I/We acknowledge and agree that:
 - a. The amount charged may vary from Period to Period and will be defined on the Invoices issued by Bold Media Group, it will be debited from you Payment Method on or following the due date of the invoice;
 - b. You must ensure you have sufficient clear funds available in your nominated Payment Method at the time of the Direct Debit;
 - c. Bold Media Group may apply a Direct Debit or Credit Card Processing Fee (as advised by Bold Media Group from time to time) to the account and will provide you with a Tax Invoice for this amount;
 - d. A declined Direct Debit or credit card transaction may result in declined payment charges applied to the overdue amount and suspension or termination of some or all the Services;
 - e. You must not attempt to invalidate a charge properly incurred by you or the Account Holder in accordance with your Account or Service Application.
3. I/We understand that this arrangement for payment will continue until I/We formally request the Direct Debit to stop by contacting either my/our financial institution or Bold Media Group, I/We understand that such request to stop the Direct Debit will not be a request to cancel any ongoing contract or arrangement with Bold Media Group and such contracts or arrangements will continue and I/We will continue to be liable under those contracts or arrangements.
4. I/We understand that if the Direct Debit falls on a day which is not a business day then Bold Media Group will direct the bank/financial institution to debit the Payment Method on the next business day.
5. I/We agree to pay any fees charged by my/our bank/financial institution associated with insufficient funds being available at the time of a Direct Debit, I/We understand that I/We can contact Bold Media Group on **1300 951 854** if I/We are unaware of the date of the next Direct Debit.
6. I/We understand that I/We are responsible to inform Bold Media Group of any changes to the details that have been provided above.
7. I/We understand that if I/We wish to stop this Direct Debit, I/We may do so by contacting Bold Media Group by mail to 70 Breen Street, Bendigo, VIC 3550.
8. Bold Media Group employs the policy of treating all records and account details relating to this Direct Debit Request as private. We will keep information about your Payment Details confidential, except to the extent necessary to administer your Direct Debit arrangements.

Account Name:	BSB:
Financial Institution:	Account Number:
First Name:	Last Name:
Signature:	Date: