
Master Terms of Service

The terms governing all services provided by Smart Leads Limited, including advertising services, website services, automations, and CRM services.

BUSINESS DETAILS

Smart Leads Limited

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PART A

General Terms

The general terms in Part A apply to every service Smart Leads Limited provides under this Agreement, including advertising services, website services, automation services, and CRM services. The service-specific schedules in Part B apply in addition to, and modify where stated, the general terms in Part A.



1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

Agreement means these Master Terms of Service, together with all schedules, any applicable Statement of Work, proposal, quote, or other written instrument signed or accepted by the Client.

Business Day means a day other than a Saturday, Sunday, or public holiday in Auckland, New Zealand.

Client means the person, company, or business that engages Smart Leads to provide the Services, as identified in the Statement of Work or relevant proposal.

Client Data means data, records, contact lists, customer information, lead information, messages, and other business information relating to the Client and its customers that is provided by, or generated on behalf of, the Client through the Services.

Client Materials means text, images, video, logos, fonts, trademarks, branding, copy, and other materials supplied by the Client, or that the Client instructs Smart Leads to use in providing the Services.

Confidential Information means all non-public information of either party that is disclosed or made available to the other party, including business plans, customer lists, pricing, methodologies, processes, strategies, and any information marked or reasonably understood to be confidential.

Effective Date means the date the Client first instructs Smart Leads to commence work, signs a Statement of Work or proposal, pays an invoice, grants account access, or otherwise accepts this Agreement, whichever occurs first.

Fees means the amounts payable by the Client to Smart Leads for the Services, as set out in the Statement of Work, proposal, invoice, or other written agreement between the parties.

Force Majeure Event means any event beyond the reasonable control of a party, including natural disasters, pandemics, war, civil unrest, government action, labour disputes, power or internet failures, telecommunications failures, cyber incidents, and third-party platform outages.

GST means goods and services tax imposed under the Goods and Services Tax Act 1985.

Intellectual Property means all intellectual property rights of any kind anywhere in the world, including copyrights, trademarks, designs, patents, domain names, trade secrets, know-how, methodologies, processes, designs, layouts, source code, prompt structures, workflows, and all other similar rights, whether registered or unregistered.

NZD means New Zealand dollars.

Performance Fee means a fee payable to Smart Leads that is variable, contingent, or calculated by reference to performance metrics, as further described in clause 6.

Personal Information has the meaning given to that term in the Privacy Act 2020.

Privacy Act means the Privacy Act 2020 of New Zealand, as amended from time to time, including any subsequent legislation that replaces it.

Services means the advertising services, website services, automation services, CRM services, and any other services provided by Smart Leads to the Client under this Agreement, as further described in the relevant schedule and Statement of Work.

Smart Leads means Smart Leads Limited, a company registered in New Zealand, and its directors, employees, contractors, and approved subcontractors.

Smart Leads IP means all Intellectual Property created, developed, owned, or licensed by Smart Leads, whether before, during, or after the provision of the Services, including templates, workflows, automations, campaign structures, AI prompts, prompt frameworks, designs, layouts, scripts, dashboards, processes, methodologies, snapshots, ad creatives, ad images, ad copy, photos created or generated by Smart Leads, code, and know-how.

Statement of Work or SOW means the proposal, quote, scope of work document, or other written instrument that records the specific Services, deliverables, fees, and timelines agreed between Smart Leads and the Client.

Third-Party Services means any external software, platform, application, API, service, or provider used in connection with the Services, including Google, Meta, GoHighLevel, LeadConnector, Stripe, Make, telephony providers, email providers, payment processors, and similar vendors.

in writing includes email sent to the official notice address set out in clause 20, and any messages sent through Smart Leads' client portal or other approved electronic system.

1.2 Interpretation

In this Agreement:

- headings are for convenience only and do not affect interpretation;
- the singular includes the plural and vice versa;
- references to a party include that party's successors and permitted assigns;
- the word "including" means "including without limitation";
- references to legislation include any subsequent amendments or replacement legislation; and
- references to a clause, schedule, or section are to a clause, schedule, or section of this Agreement.

2. Application of these Terms

2.1 This Agreement governs all Services provided by Smart Leads to the Client. It applies to advertising services, website services, automation services, CRM services, and any other services Smart Leads provides under a Statement of Work or written agreement with the Client.

2.2 The general terms in Part A apply to all Services. The schedules in Part B apply only to the specific Services they describe and only where the Client has engaged Smart Leads to provide those Services.

2.3 If there is any inconsistency between the documents that form this Agreement, the order of precedence is:

1. any written and signed variation specifically referencing this Agreement;
2. the Statement of Work or proposal for the specific Services;
3. the relevant service-specific schedule in Part B;
4. the general terms in Part A.

2.4 This Agreement replaces all prior terms, agreements, or understandings between the parties concerning the Services, including any earlier Smart Leads terms of service, lead generation terms, website terms, or CRM terms, unless expressly stated otherwise.

3. Engagement and Acceptance

3.1 The Client accepts and is bound by this Agreement when the Client first takes any of the following actions:

- signs or accepts a Statement of Work, proposal, or quote that references these terms;
- pays any invoice issued by Smart Leads;
- grants Smart Leads access to any platform, account, system, or credential;
- provides Client Materials for use in the Services;
- instructs Smart Leads to commence work in writing or by any other means;
- uses any platform, account, system, or output made available by Smart Leads as part of the Services.

3.2 If the Client has not signed a Statement of Work or written acceptance before instructing Smart Leads to proceed, the most recent proposal, quote, or written communication describing the Services will be treated as the Statement of Work.

3.3 The person accepting this Agreement on behalf of the Client warrants that they have the authority to bind the Client.

4. Provision of Services

4.1 Smart Leads will provide the Services to the Client with reasonable care and skill and in accordance with this Agreement and the relevant Statement of Work.

4.2 The Services are provided on a non-exclusive basis. The Client's right to receive and use the Services is not transferable and may not be assigned, sublicensed, resold, or otherwise made available to any third party without the prior written consent of Smart Leads.

4.3 Smart Leads' standard support hours are 9:00am to 5:00pm New Zealand Time, on Business Days. After-hours, urgent, weekend, or public holiday support may be unavailable or may be charged at Smart Leads' then-current rates.

4.4 Unless a written Service Level Agreement is included in the Statement of Work, response times, resolution times, and platform availability are provided on a reasonable efforts basis only and are not guaranteed.

4.5 Smart Leads may engage subcontractors and approved third parties to assist with the provision of the Services. Smart Leads remains responsible for the performance of its subcontractors to the same extent it is responsible for its own performance.

4.6 Smart Leads may, at its discretion, modify, pause, rebuild, or replace any component of the Services where reasonably necessary for technical, security, compliance, operational, or risk management reasons. Where reasonably practicable, Smart Leads will notify the Client before doing so, but prior notice is not required where urgent action is needed.

5. Fees, Invoicing and Late Payment

5.1 Fees

The Client must pay all Fees set out in the Statement of Work, proposal, invoice, or any other written agreement between the parties. All Fees are quoted in New Zealand dollars unless otherwise expressly agreed in writing, and are exclusive of GST and any third-party costs or disbursements unless stated otherwise.

5.2 Invoicing

Smart Leads will invoice the Client either through Stripe, GoCardless, direct invoice, or another agreed payment method. Setup fees, deposits, and milestone payments are payable on presentation of the invoice unless otherwise agreed in writing. Ongoing or recurring fees are payable on the schedule set out in the Statement of Work.

5.3 Late Payment

If any amount payable under this Agreement remains unpaid after its due date:

- interest will accrue on the overdue amount at the rate of 1.5% per month (or part thereof), or the maximum rate permitted by law, whichever is lower, calculated from the due date until the date of payment in full;
- Smart Leads may suspend any or all of the Services without further notice, in accordance with clause 9; and
- the Client must reimburse Smart Leads for all reasonable costs of recovery, including debt collection agency fees, tracing fees, administrative recovery costs, legal fees on a solicitor-client basis, court filing fees, and any related disbursements.

5.4 No Set-Off

The Client must pay all invoices in full, on time, and without set-off, deduction, withholding, or counterclaim.

5.5 GST

GST is payable in addition to the Fees and any other amounts payable under this Agreement, where applicable.

5.6 Third-Party Disbursements

The Client is responsible for all third-party costs incurred in providing the Services, including domain registration fees, hosting fees (where not bundled), premium plugins, stock media, fonts, CDN fees, SMS and email gateway charges, telephony costs, AI usage costs, ad spend, and payment processor fees. These may be billed directly by the third-party provider to the Client, or invoiced by Smart Leads to the Client where Smart Leads has paid them on the Client's behalf.

5.7 Price Changes

Smart Leads may change the Fees for any ongoing or recurring Service by giving the Client at least 30 days' written notice. If the Client does not accept the change, the Client may terminate the affected Service on written notice given before the new Fees take effect, without paying any termination fee for that Service.

5.8 Deposits

Deposits and setup fees are non-refundable once work has commenced.

6. Performance Fees and Variable Compensation

6.1 Where the Client and Smart Leads agree that part or all of Smart Leads' compensation will be performance-based, variable, or contingent on results (a Performance Fee), the parties will record the agreed Performance Fee structure in:

- a separate written Performance Fee agreement signed by both parties; or
- a Statement of Work that expressly describes the Performance Fee structure, including the trigger events, calculation method, payment timing, and any caps, floors, or guarantees.

6.2 Where a separate Performance Fee agreement has been signed, the terms of that agreement apply in addition to this Agreement and prevail in the event of any inconsistency on Performance Fee matters.

6.3 Where no separate written Performance Fee agreement has been signed but the parties have agreed Performance Fee terms in writing (including by email, Statement of Work, or proposal), those written terms apply.

6.4 The Client must provide Smart Leads with all information reasonably required to calculate, verify, and invoice Performance Fees, including access to relevant CRM data, sales records, booking records, payment records, and customer information. The Client must respond to reasonable Performance Fee queries within 10 Business Days.

6.5 Performance Fees are payable in accordance with the terms set out in the relevant Performance Fee agreement or Statement of Work. In the absence of a specified payment term, Performance Fees are payable within seven Business Days of invoice.

7. Client Obligations

7.1 The Client must:

- provide timely access, information, content, approvals, and credentials reasonably required by Smart Leads to provide the Services;
- ensure all Client Materials and instructions provided to Smart Leads are accurate, lawful, not misleading, and do not infringe any third party's rights, and that the Client holds all necessary rights and consents to authorise Smart Leads to use them;
- comply with all applicable laws, regulations, industry codes, and platform terms (including Google's and Meta's policies, the Fair Trading Act 1986, the Unsolicited Electronic Messages Act 2007, and the Privacy Act);
- obtain and maintain all consents from end customers and contacts for any direct marketing, messaging, call recording, or related activity carried out through the Services;
- review and approve content, automations, workflows, and creative work before publication or activation where requested;
- keep account credentials secure and limit access to authorised users;
- provide accurate pricing, service area, and business information to Smart Leads;
- monitor its own lead follow-up, sales activity, customer service, and fulfilment.

7.2 Smart Leads may rely on the Client's instructions, approvals, and representations without independent verification.

7.3 Where the Client's delay or failure to comply with this clause 7 causes Smart Leads to incur additional time, cost, or rework, Smart Leads may invoice that time at its then-current rates, and project timelines will be extended accordingly.

7.4 The Client must not, and must not permit any third party to:

- copy, replicate, reverse engineer, extract, or recreate any Smart Leads IP, or duplicate any workflow, automation, campaign, AI prompt structure, design, or system architecture created by Smart Leads;
- resell, sublicense, lease, distribute, or otherwise commercially exploit the Services or any Smart Leads IP;
- use the Services for any unlawful, fraudulent, misleading, abusive, spam-related, or high-risk purpose;
- interfere with the performance, security, or integrity of any system, platform, or account used to provide the Services.

8. Term, Notice and Termination

8.1 Term

This Agreement commences on the Effective Date and continues until terminated in accordance with this clause 8. Each Service may have its own term, schedule, and renewal terms as described in the relevant Statement of Work and schedule.

8.2 Ongoing Services - 30-Day Notice for Convenience

Either party may terminate any ongoing or recurring Service for convenience by giving the other party at least 30 days' written notice. Termination takes effect at the end of the 30-day notice period. The Client remains liable for all Fees and third-party costs incurred up to and including the end of the notice period.

IMPORTANT - NOTICE IN WRITING

To be effective, notice of termination must be sent in writing to the official notice address set out in clause 20. Verbal notice, social media messages, or notice given to staff who are not authorised to receive notices on behalf of Smart Leads is not effective notice.

8.3 Termination for Cause

Either party may terminate this Agreement, or any affected Service, immediately by written notice to the other party if:

- the other party commits a material breach of this Agreement that is incapable of remedy;
- the other party commits a material breach of this Agreement that is capable of remedy and fails to remedy it within 10 Business Days after receiving written notice requiring it to do so;
- the other party becomes insolvent, enters liquidation, is placed into receivership or voluntary administration, has a statutory manager appointed, or is otherwise unable to pay its debts as they fall due;
- the other party ceases or threatens to cease to carry on business.

8.4 Smart Leads' Additional Termination Rights

In addition to clause 8.3, Smart Leads may terminate this Agreement, or any affected Service, immediately by written notice to the Client if, in Smart Leads' reasonable view, continuing to provide the Services would expose Smart Leads to:

- legal, regulatory, or compliance risk;
- reputational risk;
- significant operational risk or harm;
- a real or threatened complaint, takedown, or platform action from a third party (including a regulator, payment processor, advertising platform, or telecommunications provider);
- a real or threatened claim from a third party concerning the Client's conduct, business practices, or use of the Services.

8.5 Effect of Termination

On termination of this Agreement or any Service:

- all Fees and third-party costs incurred up to the effective date of termination become immediately due and payable;
- all licences granted by Smart Leads to the Client immediately cease, except as expressly stated otherwise;
- Smart Leads may disable the Client's access to any platform, account, system, or output;
- the Client must stop using all Smart Leads IP and must not retain, reproduce, or continue using it in any form;
- each party must return or destroy the other party's Confidential Information, subject to legal record-keeping obligations and standard backup retention.

8.6 Data Retention After Termination

Smart Leads will retain Client Data for 30 days following termination, after which it may delete, archive, or anonymise that data, subject to legal record-keeping obligations and standard backup cycles. The Client may request an export within that 30-day period in writing on payment of the applicable fee in the relevant schedule.

8.7 Survival

Clauses intended by their nature to survive termination, including fees owing, intellectual property, confidentiality, indemnity, limitation of liability, non-solicitation, and dispute resolution, survive termination of this Agreement.

9. Suspension Rights

9.1 Smart Leads may immediately suspend some or all of the Services, including platform access, automations, messaging functions, hosting, advertising, integrations, and user logins, without liability and without prior notice, if:

- any invoice or usage charge is overdue;
- Smart Leads reasonably suspects spam, abuse, fraud, or unlawful conduct involving the Services;
- a third-party platform, telecommunications carrier, or payment processor suspends, limits, or flags the Client's account or any account used to provide the Services;
- there is a privacy, security, or compliance concern relating to the Services;
- there is reputational, operational, or legal risk to Smart Leads;
- the Client breaches any term of this Agreement;
- Smart Leads receives a complaint, takedown demand, regulatory inquiry, or similar matter relating to the Services.

9.2 Smart Leads is not liable for any loss, interruption, missed communication, lost lead, missed booking, loss of revenue, or business disruption arising from any suspension exercised in accordance with this clause 9.

9.3 Where Smart Leads suspends the Services for non-payment, Smart Leads may reinstate the Services after payment in full of all overdue amounts (including any accrued interest and recovery costs) and may charge a reasonable reactivation fee.

10. Intellectual Property

10.1 Ownership Split

The parties' Intellectual Property rights are split as follows:

- **Client Materials** remain the property of the Client. The Client grants Smart Leads a non-exclusive, royalty-free, worldwide licence to use, reproduce, modify, and display the Client Materials as necessary to provide the Services.
- **Smart Leads IP** remains the exclusive property of Smart Leads. This includes all Intellectual Property created, developed, owned, or licensed by Smart Leads, including ad creatives, ad images, ad copy, photos, templates, workflows, automations, campaign structures, AI prompts and prompt frameworks, designs, snapshots, scripts, code, dashboards, methodologies, and know-how.
- **Third-Party Materials** remain owned by, or licensed from, their respective third-party owners and are subject to the applicable third-party terms.

10.2 Limited Licence During the Term

During the term of the relevant Service and conditional on full and on-time payment of all Fees, Smart Leads grants the Client a limited, non-exclusive, non-transferable, revocable licence to use the Smart Leads IP solely within the platform or environment provided by Smart Leads and for the Client's own internal business purposes.

10.3 No Transfer; Cessation on Termination

Nothing in this Agreement transfers ownership of any Smart Leads IP to the Client. Payment of the Fees does not, by itself, transfer ownership. On termination, all licences to use Smart Leads IP immediately cease and the Client must stop using it and not retain, reproduce, or continue using it in any form.

10.4 No Extraction or Replication

The Client must not copy, replicate, extract, reverse engineer, rebuild, or recreate any Smart Leads IP, including the underlying structure, logic, design, prompt framework, or methodology of any Smart Leads workflow, automation, campaign, template, dashboard, or system.

10.5 Portfolio and Attribution

The Client grants Smart Leads a non-exclusive, royalty-free, worldwide licence to display the Client's name, logo, website, advertising, results, and case studies in Smart Leads' portfolio and marketing materials, and to place a discreet "Built by Smart Leads" attribution in the footer of any website built by Smart Leads. Removal of the attribution on request may incur a reasonable fee.

10.6 Injunctive Relief

The Client acknowledges that unauthorised use of Smart Leads IP may cause irreparable harm. Smart Leads is entitled to seek urgent injunctive or equitable relief, in addition to any other remedy, to prevent or stop such conduct.

11. Confidentiality

11.1 Each party must keep the other party's Confidential Information confidential, use it only to perform its obligations under this Agreement, and protect it using at least the same standard of care it uses for its own confidential information (and in any case no less than reasonable care).

11.2 Confidential Information does not include information that is or becomes generally available to the public other than through breach of this Agreement, was already known to the receiving party without restriction, is independently developed without reference to the disclosing party's Confidential Information, or is required by law to be disclosed (provided reasonable prior notice is given where lawful).

11.3 Smart Leads may use general know-how, experience, methodologies, learnings, and de-identified data developed in providing the Services for its own business purposes (including improving its services and developing case studies), provided it does not disclose the Client's specific Confidential Information.

12. Privacy and Data Protection

12.1 Compliance with the Privacy Act

Both parties must comply with their respective obligations under the Privacy Act. The Client is the "agency" responsible for the Personal Information collected through or used in connection with the Services. Smart Leads acts as a service provider in handling that Personal Information on the Client's behalf.

12.2 Client Responsibilities

The Client is solely responsible for:

- providing the privacy notices required by information privacy principles 3 and 3A, and obtaining any consents required (including under the Unsolicited Electronic Messages Act 2007 for direct marketing);
- responding to access or correction requests from individuals;
- ensuring all Personal Information provided to Smart Leads has been lawfully collected and may lawfully be used in the manner contemplated by the Services;
- maintaining accurate consent and opt-in records, and honouring all unsubscribe, opt-out, do-not-call, and suppression requests;
- complying with applicable cross-border privacy obligations.

12.3 Smart Leads' Role

Smart Leads will:

- handle Personal Information only on the Client's documented instructions and as reasonably required to provide the Services;
- implement reasonable technical and organisational measures to protect Personal Information within its control;
- ensure personnel handling Personal Information are bound by confidentiality obligations;
- assist the Client, at the Client's reasonable cost, with access or correction requests;
- notify the Client without undue delay of any confirmed privacy breach affecting Client Data within its systems.

12.4 Cross-Border Transfers

The Client acknowledges that Personal Information and Client Data may be stored, processed, transmitted, backed up, or accessed through Third-Party Services located outside New Zealand (including in Australia, the United States, the European Union, and other jurisdictions). The Client authorises this cross-border processing where reasonably required to provide the Services. Smart Leads will take reasonable steps to use Third-Party Services that provide safeguards substantially similar to those required under the Privacy Act.

12.5 Privacy Breach Notification

The Client remains solely responsible for its own legal notification obligations to affected individuals, the Office of the Privacy Commissioner, and any other regulator or third party in respect of any notifiable privacy breach, except to the extent the law clearly requires Smart Leads to notify in its own capacity as an agency.

12.6 Data Processing Addendum

Schedule 5 (Data Processing Addendum) sets out further detail on the processing of Personal Information in connection with the Services.

13. Warranties and Disclaimers

13.1 Mutual Warranties

Each party warrants that it has the legal capacity and authority to enter into this Agreement and to perform its obligations under it.

13.2 As-Is Basis

Except as expressly stated in this Agreement, the Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Smart Leads disclaims all other warranties, representations, conditions, and guarantees, whether express or implied, including any implied warranty of fitness for a particular purpose, merchantability, or non-infringement.

13.3 No Guarantee of Results

Smart Leads does not guarantee, and the Client acknowledges that Smart Leads has not represented or warranted, any specific outcome from the Services, including:

- any particular number of leads, bookings, appointments, enquiries, or sales;
- any particular response rate, conversion rate, open rate, click rate, reply rate, cost per lead, or return on ad spend;
- any particular search engine ranking, traffic, organic visibility, or position;
- any particular email or SMS deliverability, inbox placement, or carrier acceptance;
- any particular uptime, availability, or performance of any third-party platform or system;
- any guaranteed delivery of every message, workflow execution, or automation trigger.

The Client acknowledges and agrees that no guarantee, warranty, performance commitment, or undertaking of any kind is binding on Smart Leads unless it is expressly set out in writing and signed by an authorised representative of Smart Leads. No verbal assurance, marketing statement, sales conversation, social media post, testimonial, case study, or other communication constitutes a guarantee or warranty binding on Smart Leads.

13.4 AI and Automation Disclaimer

The Client acknowledges that AI tools, automated workflows, and integrations may behave unpredictably, may misfire, may produce inaccurate output, may duplicate or miss triggers, and may be affected by changes to Third-Party Services or platform behaviour beyond Smart Leads' control. The Client is responsible for reviewing business-critical AI output, automated communications, and important workflow results before relying on them.

13.5 Reasonable Efforts Standard

Where this Agreement requires Smart Leads to act on a "reasonable efforts" or "reasonable endeavours" basis, that obligation does not require Smart Leads to incur unreasonable cost, take on unreasonable risk, or achieve any particular outcome.

14. Limitation of Liability

14.1 Exclusion of Indirect Loss

To the maximum extent permitted by law, Smart Leads is not liable to the Client (whether in contract, tort, equity, statute, or otherwise) for any:

- indirect, consequential, incidental, special, exemplary, or punitive loss or damage;
- loss of profit, revenue, goodwill, business opportunity, anticipated savings, contracts, customers, or expected business;
- loss or corruption of data;
- business interruption or downtime,

arising out of or in connection with this Agreement or the Services, even if Smart Leads was aware of the possibility of that loss or damage.

14.2 Aggregate Liability Cap

To the maximum extent permitted by law, Smart Leads' aggregate liability to the Client arising out of or in connection with this Agreement or the Services (whether in contract, tort, equity, statute, or otherwise) is limited to the total Fees paid by the Client to Smart Leads under this Agreement for the affected Service in the three months immediately preceding the event giving rise to the claim.

14.3 Excluded Causes

Smart Leads is not liable for any loss or damage arising out of or in connection with:

- the Client's own content, instructions, lists, consent practices, or business conduct;
- Third-Party Service outages, restrictions, policy changes, account suspensions, deliverability issues, or pricing changes;
- duplicate sends, missed triggers, or workflow errors caused by integrations, webhooks, APIs, or platform behaviour outside Smart Leads' direct control;
- unauthorised access caused by the Client's credentials, user practices, or device security;
- complaints, claims, or penalties arising from the Client's communications, marketing, offers, business practices, or consent failures.

15. Indemnity

15.1 The Client indemnifies, defends, and holds harmless Smart Leads (and its directors, employees, contractors, subcontractors, and agents) from and against all claims, complaints, losses, damages, liabilities, penalties, fines, costs, and expenses (including full legal costs on a solicitor-client basis) arising out of or in connection with:

- the Client's use of the Services, Client Materials, contact lists, content, instructions, or customer data;
- any alleged breach by the Client of privacy, spam, telecommunications, consumer, advertising, or other laws, including any failure to obtain valid consent or provide required notices;
- any complaint relating to the Client's marketing, messaging, call recording, customer contact, or business practices;
- any unlawful, misleading, deceptive, inaccurate, or unauthorised content, campaign, offer, or claim supplied or approved by the Client;
- any infringement of a third party's Intellectual Property rights arising from Client Materials or instructions;
- any misuse of any account, system, or platform by the Client or its users.

15.2 Smart Leads will give the Client prompt notice of any indemnified claim and allow the Client (at the Client's cost) to control the defence and settlement, provided that any settlement does not impose obligations on Smart Leads without its prior written consent.

16. Fair Trading Act and Consumer Guarantees Act

16.1 The Client confirms that it is acquiring the Services in trade for the purpose of a business. Both parties confirm that they are "in trade" for the purposes of the Fair Trading Act 1986.

16.2 To the fullest extent permitted by law, the parties agree:

- to contract out of the Consumer Guarantees Act 1993; and
- to contract out of sections 9, 12A, and 13 of the Fair Trading Act 1986.

16.3 The parties expressly agree that it is fair and reasonable in the circumstances of this Agreement to contract out of those provisions, having regard to the commercial nature of the Services, the bargaining positions of the parties, the price of the Services, and the parties' allocation of risk under this Agreement.

17. Non-Solicitation

17.1 During the term of this Agreement, and for a period of 12 months after termination of this Agreement, the Client must not, without the prior written consent of Smart Leads, directly or indirectly:

- solicit, induce, or encourage any employee, director, contractor, or subcontractor of Smart Leads who has been involved in providing the Services to the Client to leave Smart Leads or to enter into any employment, contractor, or consulting arrangement with the Client or any related party of the Client;
- employ, engage, or contract with any such person.

17.2 This clause 17 does not prevent reasonable general advertising of employment or contracting opportunities not specifically targeted at Smart Leads' personnel, and the engagement of any person who responds to such general advertising without solicitation by the Client.

17.3 The Client acknowledges that the restrictions in this clause are reasonable having regard to the legitimate business interests of Smart Leads, the investment Smart Leads makes in training and developing its personnel, and the risk of harm to Smart Leads' business if its personnel are solicited away by the Client.

18. Third-Party Services

18.1 The Services depend on, and are integrated with, Third-Party Services that are outside Smart Leads' control. These include advertising platforms (Google, Meta), CRM platforms (GoHighLevel, LeadConnector), payment processors (Stripe, GoCardless), hosting providers, telephony providers, email providers, SMS providers, AI tools, and other integration partners.

18.2 Smart Leads is not liable for any:

- outage, downtime, restriction, suspension, or limitation of any Third-Party Service;
- change in pricing, terms, functionality, policies, API access, or technical requirements by any Third-Party Service;
- failure of any Third-Party Service to deliver, process, or operate in any particular way;
- action taken by any Third-Party Service in respect of the Client's account, content, or business.

18.3 The Client's use of any Third-Party Service is subject to the applicable Third-Party Service's own terms and conditions. The Client is responsible for reviewing and complying with those terms and conditions.

18.4 If a Third-Party Service materially changes its functionality, pricing, policies, or technical requirements in a way that affects the Services, Smart Leads may modify, pause, rebuild, or replace the affected component of the Services where reasonably necessary.

19. Force Majeure

19.1 Neither party is liable for any delay or failure to perform its obligations under this Agreement (other than an obligation to pay money) to the extent that the delay or failure is caused by a Force Majeure Event.

19.2 A party affected by a Force Majeure Event must notify the other party as soon as reasonably practicable and use reasonable efforts to mitigate the effects of the Force Majeure Event.

19.3 If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement, or the affected Service, on written notice to the other party.

20. Notices

20.1 Formal notices under this Agreement must be in writing and sent:

- to Smart Leads: by email to sales@smartleadsagency.com, or by post to 59 Bunyan Road, Coastlands, Whakatane 3120, New Zealand;
- to the Client: by email to the most recent email address used by the Client to communicate with Smart Leads, or by post to the Client's most recent postal address known to Smart Leads.

20.2 A notice is deemed given:

- if sent by email, at the time it is sent, provided no automated delivery failure is received;
- if sent by post within New Zealand, three Business Days after posting;
- if sent by post from outside New Zealand, seven Business Days after posting.

20.3 Operational and routine communications may be sent by email, support ticket, or through Smart Leads' client portal.

21. Amendments

21.1 Smart Leads may update this Agreement from time to time. Material changes will be notified to the Client by email or through the client portal.

21.2 Updated terms take effect 30 days after the notice is given. The Client may terminate the affected Service before the updated terms take effect by giving written notice in accordance with clause 8.2, in which case the existing terms apply until the end of the 30-day notice period.

21.3 If the Client does not terminate before the updated terms take effect, the Client is deemed to have accepted the updated terms and the updated terms apply to all Services provided after the effective date of the update.

22. Dispute Resolution

22.1 Good Faith Negotiation

If a dispute arises under or in connection with this Agreement, the parties may first attempt to resolve the dispute through good faith negotiation.

22.2 Mediation

If the parties cannot resolve the dispute by negotiation within 14 days, either party may refer the dispute to mediation in Auckland, New Zealand. The mediator will be agreed by the parties or, failing agreement, appointed by the Chair of the Resolution Institute (New Zealand). The parties will share the mediator's fees equally.

22.3 Arbitration

If a dispute is not resolved by negotiation, mediation, or the Disputes Tribunal, the dispute must be submitted to binding arbitration in Auckland, New Zealand under the Arbitration Act 1996. A single arbitrator will be agreed by the parties or, failing agreement, appointed by the Chair of the Arbitrators' and Mediators' Institute of New Zealand. Each party will bear its own costs unless the arbitrator determines otherwise.

22.4 Disputes Tribunal

Notwithstanding clauses 22.2 and 22.3, where the value of the dispute is within the jurisdictional limit of the Disputes Tribunal of New Zealand, either party may refer the dispute to the Disputes Tribunal at any time, without first complying with clauses 22.1, 22.2, or 22.3.

22.5 Urgent and Injunctive Relief

Nothing in this clause 22 prevents a party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction, or from taking action to recover an undisputed debt.

23. General Provisions

23.1 Entire Agreement and No Reliance

This Agreement, together with the Statement of Work and any other documents expressly incorporated by reference, is the entire agreement between the parties on the Services and replaces all prior agreements, arrangements, undertakings, and representations (written or oral) on the same subject. The Client has not relied on any representation, warranty, or statement made by Smart Leads that is not expressly recorded in this Agreement, and has no remedy for any misrepresentation not so recorded (other than for fraudulent misrepresentation).

23.2 Severability and No Waiver

If any provision is held invalid, illegal, or unenforceable, that provision is severable and the rest of this Agreement continues in full force. A failure or delay in exercising any right does not waive it; a waiver is only effective if in writing and signed by the party giving it.

23.3 Assignment and Subcontracting

The Client may not assign or transfer any rights or obligations under this Agreement without Smart Leads' prior written consent. Smart Leads may assign or transfer this Agreement, in whole or in part, to a related party or a purchaser of its business, and may engage subcontractors without the Client's consent.

23.4 No Class Actions

To the fullest extent permitted by law, the Client agrees that any claim or dispute arising out of or in connection with this Agreement or the Services must be brought solely in the Client's individual capacity and not as a plaintiff, claimant, representative, or class member in any purported class action, representative proceeding, collective action, or multi-party action.

23.5 Electronic Acceptance and Counterparts

The parties consent to the use of electronic records, electronic signatures, and electronic acceptance under the Contract and Commercial Law Act 2017 and the Electronic Transactions Act 2002 (or any successor legislation). This Agreement may be signed in counterparts, each of which is an original and which together form one instrument.


23.6 Third Party Rights

No person who is not a party to this Agreement has any right to enforce or rely on any provision of this Agreement under the Contracts (Privity) Act 1982, the Contract and Commercial Law Act 2017, or otherwise.

PART B

Service Schedules

The schedules in Part B set out the additional terms that apply to specific services. A schedule applies only where the Client has engaged Smart Leads to provide the relevant service, as set out in the applicable Statement of Work. The general terms in Part A apply to every schedule.



SCHEDULE 1

Advertising Services - Google and Meta

This Schedule 1 applies where Smart Leads provides advertising services on Google (including Google Ads and Google Search), Meta (including Facebook and Instagram), or any other paid advertising platform agreed in writing.

1.1 Scope of Advertising Services

Advertising services may include some or all of the following, as set out in the Statement of Work: campaign strategy, ad account setup, creative conceiving, copywriting, design, video direction, campaign build and ongoing optimisation, audience research and targeting, conversion tracking and pixel installation, landing page review, performance reporting, and account management.

1.2 Ad Account Ownership

1.2.1 Smart Leads-Established Accounts. Where Smart Leads sets up or establishes an ad account, business manager, or related account on behalf of the Client, that account is owned by Smart Leads. The Client is granted limited, revocable access during the term of the advertising services for its own business advertising only.

1.2.2 Client-Established Accounts. Where the Client provides access to an ad account it has established in its own name, that account remains owned by the Client. Smart Leads is granted appropriate user access for the duration of the advertising services.

1.2.3 No Transfer on Termination. Where Smart Leads owns the ad account, the Client has no continuing right to use the account after termination. Smart Leads may, at its discretion, transfer ownership to the Client on payment of a reasonable fee, subject to platform capability and full payment of all outstanding amounts.

1.3 Pixels, Conversion Data, and Audience Data

Ad account ownership determines ownership of, and continuing access to, the pixel data, conversion data, custom audiences, lookalike audiences, retargeting lists, and other advertising data stored in the account. Where Smart Leads owns the ad account, the Client has no ongoing right to that data after termination unless expressly agreed in writing.

1.4 Ad Spend

Unless otherwise agreed in writing, the Client pays all advertising spend directly to the relevant platform using its own payment method. Smart Leads does not collect, hold, advance, or process ad spend, and is not responsible or liable for any platform charges (including over-spend, duplicate charges, currency conversion fees, or processing fees). Smart Leads does not facilitate or process refunds of ad spend; the Client must pursue any refund directly with the platform.

1.5 Intellectual Property in Advertising Creatives

All ad creatives produced by Smart Leads (including ad images, ad videos, ad copy, headlines, scripts, photos, design files, and working files) remain the exclusive property of Smart Leads. The Client is granted a non-exclusive, non-transferable, revocable licence to use the ad creatives only as deployed in its campaigns during the term. On termination, the Client must stop using all Smart Leads ad creatives.

1.6 Platform Terms and Compliance

The Client must comply with the advertising policies and terms of each advertising platform (including Google Ads and Meta advertising policies). The Client is solely responsible for ensuring its products, services, offers, claims, and content are lawful, accurate, not misleading, and compliant with the Fair Trading Act 1986, the Consumer Guarantees Act 1993 (where applicable), and all other applicable laws and codes.

1.7 Platform Actions

Smart Leads is not liable for any account suspension, ad disapproval, restriction, ad or audience disablement, page restriction, or other action taken by an advertising platform. Such actions are within the sole discretion of the platform.

1.8 Reporting

Smart Leads will provide performance reporting at the cadence in the Statement of Work, or monthly on a reasonable efforts basis if no cadence is specified. Reporting is based on data made available by the advertising platforms; Smart Leads is not responsible for the accuracy or completeness of that data.

1.9 Content and Approvals

The Client is responsible for approving creative concepts, ad copy, ad creatives, and campaigns before launch where requested. If the Client does not respond within five Business Days, Smart Leads may proceed on the basis of the most recent version provided.

1.10 Term, Notice and Termination

The advertising services are provided on a month-to-month basis unless otherwise agreed, with 30 days' written notice for convenience under clause 8.2 of Part A. On termination, Smart Leads will pause campaigns it controls, revoke or retain the ad account in accordance with clauses 1.2 and 1.3, and remove or request removal of access to any Client-owned ad account.

1.11 No Guarantee of Advertising Results

Without limiting clause 13 of Part A, Smart Leads does not guarantee any particular cost per lead, cost per acquisition, return on ad spend, click-through rate, conversion rate, lead quality, lead volume, or campaign outcome. Advertising results depend on factors outside Smart Leads' control, including the Client's offer, market conditions, competitor activity, platform algorithms, ad budget, landing page performance, sales process, and customer follow-up.

SCHEDULE 2

Website Services - Design, Hosting and SEO

This Schedule 2 applies where Smart Leads provides website design, development, hosting, maintenance, search engine optimisation (SEO), or related website services to the Client.

2.1 Scope of Website Services

Smart Leads' website services may include website design and development, website hosting, ongoing maintenance, technical SEO during website construction, ongoing SEO programmes, link and citation building, and related services, as set out in the Statement of Work.

2.2 Out of Scope (Unless Stated in SOW)

Unless expressly included in the Statement of Work, the following are out of scope: copywriting, photography and videography, logo and brand design, accessibility audits and certification, legal or regulatory content review, complex integrations, advanced performance tuning, custom plugin or app development, email configuration and deliverability remediation, and paid third-party fees.

2.3 Deliverables Licence

On full and cleared payment of all Fees and expenses for the relevant milestone or deliverable, Smart Leads grants the Client a non-exclusive, non-transferable, worldwide licence to use the deliverables as deployed on the Client's website, for the Client's internal business purposes. Smart Leads' pre-existing tools, frameworks, templates, libraries, design systems, code snippets, and know-how (Smart Leads Tools) remain the property of Smart Leads at all times and are licensed only.

2.4 Acceptance Testing

The Client has five Business Days from delivery of each milestone to either (a) provide a consolidated list of reasonable defects for remediation, or (b) confirm acceptance. If the Client does not respond within that period, the milestone is deemed accepted.

2.5 Go-Live and Warranty Period

For 30 days from the date the Client's website is published to the live production domain or otherwise made publicly accessible (Warranty Period), Smart Leads will remediate reproducible defects that materially deviate from the accepted specification. The Warranty Period excludes changes to Client requirements, content or data issues, third-party failures, updates to CMS or plugins or browsers or operating systems, security incidents caused by credentials or third parties, and any items outside the original scope. Post-Warranty, all support is billed at Smart Leads' then-current rates unless the Client is on a maintenance plan.

2.6 Domain Ownership

2.6.1 Domain Ownership. Domain names registered in the Client's name are owned by the Client. Domain names registered in Smart Leads' name on the Client's behalf are held on the Client's behalf, subject to payment of all outstanding amounts.

2.6.2 Domain Transfer. The Client may request the transfer of any domain name to a registrar or registrant of the Client's choosing at any time, provided that:

- all outstanding Fees, hosting fees, SEO fees, and other amounts owing to Smart Leads have been paid in full;
- the Client pays any reasonable transfer or administrative fee charged by Smart Leads or the relevant registrar;
- the Client complies with any applicable registrar and registry transfer requirements.

2.7 Hosting Services

2.7.1 Where Smart Leads provides website hosting, Smart Leads will use reasonable efforts to provide reliable hosting service. No specific uptime is guaranteed unless an SLA is expressly included in the Statement of Work.

2.7.2 Hosting Fees are payable monthly in advance. Hosting may be cancelled by either party on 30 days' written notice, subject to clause 2.8 (SEO and Hosting Bundling).

2.7.3 Smart Leads may perform routine maintenance, patching, and emergency work on the hosting infrastructure. Where reasonably practicable, Smart Leads will give notice of planned maintenance.

2.8 SEO and Hosting Bundling

2.8.1 Ongoing SEO Package Includes Hosting. Where the Client subscribes to Smart Leads' Ongoing SEO Package, hosting is included as part of that package. No separate hosting fee is payable while the Ongoing SEO Package is active.

2.8.2 Termination of SEO Halts Hosting. If the Client cancels, downgrades, or otherwise terminates the Ongoing SEO Package, hosting under that package also ends at the end of the 30-day notice period. Smart Leads is not required to continue hosting the Client's website after the Ongoing SEO Package has ended.

NO AUTOMATIC DEFAULT TO STANDALONE HOSTING

Where the Client's Ongoing SEO Package ends, the Client does not automatically default to a standalone monthly hosting arrangement. To continue receiving hosting from Smart Leads after the SEO package ends, the Client and Smart Leads must agree a standalone hosting arrangement in writing. In the absence of a written standalone hosting agreement, Smart Leads may suspend or terminate hosting at the end of the 30-day notice period.

2.8.3 Standalone Hosting. Standalone monthly hosting may be available from Smart Leads as a separate paid service where the Client's website was built by Smart Leads on a basic SEO package (not the Ongoing SEO Package). Standalone hosting is offered at Smart Leads' then-current hosting rate and is subject to a separate written agreement.

2.8.4 Hosting for Non-SEO Clients. A Client may purchase standalone hosting from Smart Leads (where Smart Leads has built the Client's website on a basic SEO scope) without subscribing to the Ongoing SEO Package, subject to a separate written agreement.

2.9 Ongoing SEO Programme

2.9.1 Programme-Based Service. Smart Leads' Ongoing SEO Package is a programme-based service. The nature, mix, and allocation of SEO activities are determined by Smart Leads in its professional judgment, based on the Client's business objectives, search performance, strategic priorities, and competitive context.

2.9.2 Examples of SEO Activities. SEO activities may include any combination of: creation of new optimised pages, blog posts, content updates and rewrites, on-page optimisation, schema markup, internal linking, technical SEO updates, citation work (where bundled), keyword research, search performance review, and other activities Smart Leads considers most likely to deliver SEO results for the Client.

2.9.3 Reporting on Request. Smart Leads will, on the Client's written request, provide a summary of SEO work completed over any reasonable specified period. Smart Leads is not required to provide monthly written reports unless this is expressly included in the Statement of Work.

2.9.4 No Ranking or Traffic Guarantee. Without limiting clause 13 of Part A, Smart Leads does not guarantee any particular search engine ranking, organic traffic, keyword position, indexing speed, or other SEO outcome. Search engine algorithms are outside Smart Leads' control and may change at any time.

2.9.5 Add-On Services. Add-on services such as link and citation building are available where set out in the Statement of Work. Add-ons are billed in addition to the Ongoing SEO Package and may be cancelled with the SEO Package on 30 days' written notice.

2.10 Acceptable Use of Hosting

The Client must not use Smart Leads hosting for: unlawful content; malware; phishing; spam; abusive or excessive traffic; high-risk data without prior written agreement; or resource-exhaustive workloads. Smart Leads may suspend hosting service to protect the platform, other customers, or to comply with the law.

2.11 Backups

If a backup service is included in the Statement of Work, Smart Leads will perform routine backups on a reasonable efforts basis. Backups are a safeguard only and are not a guarantee against data loss. Restoration of backups, where required, may incur reasonable fees.

SCHEDULE 3

Automation Services

This Schedule 3 applies where Smart Leads provides automation services to the Client, including the design, build, configuration, and operation of workflows, integrations, and AI-assisted automations.

3.1 Scope of Automation Services

Automation services may include email and SMS automations, missed-call text-back, lead follow-up workflows, review request automations, booking reminders, AI-assisted workflows, integrations between Third-Party Services, internal notifications, and related builds, as set out in the Statement of Work.

3.2 Built on Third-Party Platforms

Automation services are built on Third-Party Services (including GoHighLevel, LeadConnector, Make, Zapier, and others). Functionality, reliability, pricing, and continued availability depend on those services. Smart Leads is not liable for any change, restriction, outage, pricing change, or discontinuation of any Third-Party Service.

3.3 Licence and Automation IP

During the term and conditional on full and on-time payment, Smart Leads grants the Client a limited, non-exclusive, non-transferable, revocable licence to use the automations within the platform environment provided by Smart Leads. The structure, logic, design, prompt frameworks, workflows, AI configurations, and underlying methodology of all automations (Automation IP) are Smart Leads IP and remain the exclusive property of Smart Leads. The Client must not copy, replicate, extract, reverse engineer, or recreate the Automation IP. On termination, the licence ceases and the Client must not continue using or reproduce the Automation IP in any form.

3.4 No Guarantee of Automation Performance

Automations depend on Third-Party Services, API stability, integration reliability, network connectivity, user actions, and external triggers. Smart Leads does not guarantee uninterrupted operation, that every trigger will fire, that every message or action will execute, or that any AI output will be complete, accurate, or fit for purpose. The Client is responsible for monitoring business-critical automation output.

3.5 Term, Notice and Termination

Automation services are month-to-month unless otherwise agreed, with 30 days' written notice for convenience under clause 8.2 of Part A. On termination, Smart Leads may disable, pause, or remove the automations and the Client's access to them.

SCHEDULE 4

CRM Services

This Schedule 4 applies where Smart Leads provides CRM services, including the provision of a CRM sub-account, setup, configuration, messaging, AI systems, pipelines, forms, calendars, integrations, and related services.

4.1 Scope of CRM Services

CRM services may include CRM setup and configuration, pipeline and stage setup, email and SMS automations, missed-call text-back, quote follow-up and abandoned quote reminders, review request automations, lead nurturing and reactivation campaigns, booking reminders, AI-assisted workflows, forms, landing pages, calendars, reporting dashboards, integrations with approved Third-Party Services, user access, and related support, maintenance, and updates, as set out in the Statement of Work.

4.2 CRM Account Ownership

The CRM platform, sub-account, account structure, setup architecture, workflows, automation logic, AI logic, and system environment are owned by Smart Leads. The Client is granted limited, revocable access during the term of the CRM services for its internal business purposes only. The Client does not acquire ownership of the CRM account, the platform environment, or any Smart Leads IP by reason of payment, use, access, or contribution of ideas.

4.3 Phone Number Ownership

Unless otherwise agreed in writing, any phone number, messaging number, tracking number, or telephony number provisioned through the CRM platform or by Smart Leads remains under the control of Smart Leads or the relevant provider. The Client has no ownership, portability, or continuing right to use the number after suspension or termination unless Smart Leads expressly agrees in writing to a transfer or release and all outstanding fees and administrative costs are paid in full.

4.4 Variable Usage Charges

Unless otherwise agreed in writing, the Client is solely responsible for all variable usage charges and third-party costs associated with the CRM services, including SMS, phone calls, telephony usage, email sending, AI usage, payment processor fees, third-party integrations, and premium app fees. These may be billed directly to the Client via its connected payment method or invoiced by Smart Leads.

4.5 Consent and Messaging Compliance

The Client is solely responsible for ensuring all communications sent through the CRM platform (email, SMS, voicemail, calls, recorded calls, review requests, reminders, reactivation campaigns) comply with applicable laws, carrier rules, platform rules, and industry standards, including the Unsolicited Electronic Messages Act 2007 and the Privacy Act. The Client must maintain accurate records of consent and contact source, and honour all unsubscribe, opt-out, and suppression requests. Smart Leads may suspend any campaign, workflow, user, or account immediately on receiving a spam complaint, platform warning, or compliance issue.

4.6 Call Recording, AI Transcription and Logging

If the Client enables optional features such as call recording, voicemail capture, conversation logging, AI summaries, transcriptions, or sentiment analysis, the Client is solely responsible for ensuring all required notices, disclosures, and consents are obtained. Smart Leads does not guarantee that recordings, transcriptions, or AI outputs will be complete, accurate, lawful, or fit for any particular purpose.

4.7 Term, Notice and Termination

CRM services are month-to-month unless otherwise agreed, with 30 days' written notice for convenience under clause 8.2 of Part A. On termination, the Client's access to the CRM account may be removed; Smart Leads may disable automations, messaging, forms, calendars, phone numbers, reporting, integrations, and user logins; and the Client loses access to the CRM platform setup, Smart Leads IP, workflows, automations, AI systems, templates, and system architecture. Smart Leads is not required to continue hosting, maintaining, or preserving the Client's setup unless expressly agreed in writing.

SCHEDULE 4 (CONTINUED)

CRM Services

4.8 Data Export on Termination

4.8.1 On termination, the Client may request an export of its lead data and contact data held in the CRM account, in writing within 30 days of the effective termination date.

4.8.2 The export is subject to:

- full payment of the Client's final 30-day notice period invoice and all other outstanding amounts owing to Smart Leads;
- payment of a NZD \$150 (plus GST) administrative export fee.

4.8.3 The export covers the Client's lead data and contact data only. It does not include any transfer, assignment, cloning, release, recreation, or continued access to the CRM account, Smart Leads IP, workflows, automations, AI systems, prompt structures, dashboards, templates, pipelines, funnels, forms, calendars, phone numbers, integrations, campaign builds, snapshots, system architecture, or any other Smart Leads-owned setup or configuration.

4.8.4 If no written export request is received within the 30-day period, Smart Leads may, without liability, archive, anonymise, or delete Client Data from the CRM account, subject to clause 8.6 of Part A.

SCHEDULE 5

Data Processing Addendum

This Schedule 5 sets out the additional terms that apply to Smart Leads' handling of Personal Information in connection with the Services. This Schedule supplements clause 12 (Privacy and Data Protection) of Part A.

5.1 Subject Matter and Duration

The subject matter of the processing is the handling of Personal Information necessary for Smart Leads to provide the Services to the Client. The duration of the processing is the term of this Agreement, plus any retention period required by law or technical limitation.

5.2 Nature and Purpose of Processing

Smart Leads processes Personal Information to: (a) provide and operate the Services; (b) execute Client-instructed communications (including emails, SMS, calls, and automations); (c) configure CRM systems, ad campaigns, and websites; (d) provide reporting and analytics; (e) provide customer support; and (f) comply with applicable law.

5.3 Types of Personal Information

The Personal Information processed under this Agreement typically includes: contact details (name, email, phone, address), business contact details, lead information, customer enquiries, message content, appointment details, call recordings, transcripts, form submissions, and related business data. The Client must not provide Smart Leads with health information, financial account information, credit card numbers, government identifiers, or other sensitive information except where expressly agreed in writing and necessary for the Services.

5.4 Categories of Data Subjects

The categories of individuals whose Personal Information may be processed include: the Client's customers, leads, prospects, enquirers, website visitors, contacts, staff, and other individuals who interact with the Client's business.

5.5 Smart Leads' Obligations

Smart Leads will:

- process Personal Information only on the documented instructions of the Client and as reasonably required to provide the Services, except where required by law to do otherwise;
- implement reasonable technical and organisational security measures appropriate to the risk;
- ensure that personnel handling Personal Information are bound by appropriate confidentiality obligations;
- engage subcontractors and Third-Party Services in accordance with this Agreement;
- assist the Client, at the Client's reasonable cost, with responses to information privacy access or correction requests under the Privacy Act;
- notify the Client without undue delay if Smart Leads becomes aware of a confirmed privacy breach affecting Client Data within Smart Leads' systems.

5.6 Sub-Processors

Smart Leads engages reputable Third-Party Services as sub-processors to provide the Services, including hosting providers, CRM platforms, advertising platforms, payment processors, telephony providers, email providers, and AI tool providers. A current list of sub-processors is available on request and may be updated from time to time. By engaging Smart Leads, the Client authorises Smart Leads' use of those sub-processors.

5.7 International Transfers

Personal Information may be transferred or stored outside New Zealand to provide the Services. The Client acknowledges and authorises this transfer. Smart Leads will take reasonable steps to ensure that sub-processors handling Personal Information outside New Zealand provide safeguards substantially similar to those required under the Privacy Act.

5.8 Audit and Assistance

Smart Leads will, at the Client's reasonable cost, provide documentation-based assistance to demonstrate compliance with this Schedule 5. On-site audits will be granted only where required by law and are subject to reasonable fees, advance notice, and confidentiality obligations.

5.9 Return and Deletion

On termination of this Agreement, Smart Leads will handle the return or deletion of Personal Information in accordance with clauses 8.6 of Part A and, where relevant, clause 4.8 of Schedule 4. Backup retention cycles and legal hold obligations may delay full deletion.

SCHEDULE 6

Hosting and Maintenance Summary

This Schedule 6 sets out the additional operational detail for hosting and maintenance services, where included in the Client's Statement of Work or bundled with the Ongoing SEO Package under Schedule 2.

6.1 Maintenance Activities

Where a maintenance plan is included or hosting is bundled with the Ongoing SEO Package, Smart Leads will, on a reasonable efforts basis, perform: CMS, plugin, and theme updates; light security hardening; uptime monitoring; and routine performance checks. Breaking changes caused by third-party CMS, plugin, or theme updates will be remediated at Smart Leads' then-current rates unless caused by Smart Leads' negligence.

6.2 Backups

Where included, backup frequency and retention are as stated in the Statement of Work. Backups are a reasonable efforts safeguard only and are not a guarantee against data loss. Restoration of backups, where required, will be billed unless caused by Smart Leads' negligence.

6.3 Support Hours

Standard support hours are 9:00am to 5:00pm New Zealand Time, on Business Days. After-hours and emergency support may be available at Smart Leads' premium rates, subject to availability.

6.4 Response Targets (Non-SLA)

Where Smart Leads has not expressly committed to a written SLA, the following are response targets only, not guarantees:

- Priority 1 (site down, major outage): response within 4 business hours;
- Priority 2 (significant function broken): response within 1 Business Day;
- Priority 3 (minor issues, requests): response within 3 Business Days.

6.5 Browser and Device Support

Unless otherwise agreed, Smart Leads targets the latest two stable versions of major desktop and mobile browsers. Internet Explorer and legacy or embedded browsers are not supported.

6.6 Acceptable Use

The Client must not use Smart Leads hosting for unlawful content, malware, phishing, spam, abusive traffic, high-risk data (without prior written agreement), or resource-exhaustive workloads. Smart Leads may suspend hosting to protect the platform, other customers, or to comply with the law.

Acceptance

By instructing Smart Leads Limited to proceed with any Service, signing or accepting a Statement of Work or proposal, paying any invoice, granting access to any account or platform, or otherwise using or receiving any of the Services, the Client confirms that it has read, understood, and agrees to these Master Terms of Service.