

General Terms and Conditions of Services

Welcome to the website <<https://www.digitalmarketingagency.sg>> (our “**Website**”) that is owned and operated by D’Marketing Agency Pte Ltd (the “**Company**”, unless the context requires otherwise, references to “**we**”, “**our**”, “**us**” and other similar pronouns shall refer specifically to the Company).

This webpage contains the general terms and conditions (these “**Terms**”) that are applicable to your access to our Website, and your use and engagement of our Services (as defined herein). These Terms may be incorporated by reference to it in any written document (e.g., a proposal or quotation set out in an email) (the “**Proposal**”) issued by us to you setting out, amongst others, the specific Service you are procuring, our fee quotation relating thereto, and any specific terms that are applicable thereto. You must read these Terms together with our Proposal to understand the terms and conditions of our engagement as the provider of the specific Services that you intend to procure.

These Terms together with our Proposal are collectively, referred to as the “**Agreement**”.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SERVICES.

BY CHOOSING TO USE OUR SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST **NOT** ACCESS OUR WEBSITE OR USE OUR SERVICES.

We recommend that you print a copy of these Terms for record keeping purposes. Please also note that these Terms may be amended from time to time. We will use reasonable endeavours to notify you of such amendments pursuant to these Terms.

1. Introduction

- ❖ 1.1 **Terms.** These Terms represent a legally binding and enforceable agreement between us and each of our clients and users of our Website. It also sets out the rules for accessing our Website and using our Services.
- ❖ 1.2 **Engagement.** These Terms may be incorporated by reference in a written document (our “**Proposal**”) issued to you setting out, amongst others, the specific

Services that you are procuring, our fee quotation relating thereto, and any specific terms that are applicable to our engagement. By signing and accepting our Proposal, you confirm that:

- you have read and understood both these Terms and our Proposal (collectively, the “**Agreement**”);
- you confirm that you accept the Agreement (in particular, Section 5 (Your Obligations) and Section 6 (Waiver and Release, Limitations of Liability, Indemnity)); and
- you agree to comply with the Agreement.

If you do not agree to the Agreement, you must **NOT** use our Services.

- ❖ **1.3 Prevalence of Proposal.** If the general terms contained in these Terms are inconsistent with the specific terms contained in our Proposal, the terms in our Proposal shall prevail as between the relevant parties thereto.
- ❖ **1.4 Licence.** Subject to these Terms, we licence you to use:
 - our Website, the data transmitted to the Website, and any updates and supplements to it;
 - the digital advertising and marketing services provided by us including, but not limited to, search engine marketing services (“**SEM Services**”), social media advertising services (“**SMA Services**”), advertising on all other platforms (“**Other Advertising Services**”), search engine optimisation services (“**SEO Services**”), social media management services (“**SMM Services**”), influencer marketing services (“**IM Services**”), website development services, landing page design and development services, videography and photography services (“**Media Production Services**”), electronic direct mail services (“**EDM Services**”), email flow services (“**Email Flow Services**”), cold emailing services (“**Cold Emailing Services**”), and creative project strategy generation services (“**Creative Services**”) (collectively, the “**Services**”); and
 - the work product (including work-in-progress) developed in the course of our engagement as the provider of the relevant Services that you had procured or any tangible expressions or embodiments thereof which embody or employ all or any portion of our work product (collectively, the “**Work Product**”),

as permitted under these Terms.

❖ 1.5 Changes to these Terms

- As we may amend these Terms from time to time, before confirming our engagement as the provider of the relevant Services that you are procuring, please check these Terms, for the time being in force, to ensure that you understand them.
- You recognise and acknowledge that it is impractical and impossible for us to obtain the consent of all our clients or users of our Website before amending these Terms. Accordingly, we shall be entitled to unilaterally change these Terms (i.e., without obtaining your consent) to reflect changes in (i) law, (ii) best practice, or (iii) to deal with the new and/or additional features that we introduce to our Services. To avoid doubt, in the event that these Terms are incorporated by reference in our Proposal and you have signed such a Proposal, the terms and conditions pursuant to these Terms that apply to your use of our Services shall be the one for the time being in force at that time of your signing of such Proposal.
- We will use reasonable efforts to provide you with a notice of the amendments or changes to these Terms.
- Any amendments or changes to these Terms will take immediate effect from the date of our notice of the change unless we specify otherwise in such notice. To clarify, if these Terms are incorporated by reference in our Proposal, these Terms as at the date of its incorporation by reference to our Proposal shall apply unless you expressly agree otherwise.

2. Confidential Information, Copyrights, Trademarks and Intellectual Property

❖ 2.1 Definitions

- “**Affiliates**” mean, with respect to a specified person, another person who, directly or indirectly, Controls, is Controlled by, or is under common Control with the specified person. “**Affiliate**” includes:
 - the specified person’s trustee, and
 - any venture capital fund or investment company (whether or not existing at the time of our engagement) that is:

- Controlled by one or more general partners, managing members or investment advisors of the specified person, or
 - that shares the same management company or investment advisor with the specified person, and
 - excludes any competitor of the specified person.
- **“Campaign Setup”** means any and all activities required to launch your marketing campaign, such as obtaining necessary accesses to various ad accounts on various platforms, implementing tracking metrics, conducting of campaign kick-off meetings, creating and implementing ad campaign structures, initial keyword research, and formulation of media campaign strategies and plans.
- **“Confidential Information”** means the existence and terms of our engagement in our Proposal, the parties’ negotiations relating to our engagement in our Proposal, and any other information received as a result of your engagement for our Services, including oral information. It excludes information which is publicly available (other than by breach of these Terms), information which the recipient develops independently or information which the recipient, before or after our engagement, received from a third-party who did not have obligations to keep that information confidential.
- **“Control”**, with respect to a corporation, means (i) the right to directly or indirectly exercise more than 50% of its voting rights or (ii) the power to elect more than half of its directors, partners or other individuals exercising similar authority. With respect to an entity other than a corporation, **“Control”** means directly or indirectly possessing the power to direct or cause the direction of its management or policies.
- **“Intellectual Property Rights”** or **“IPR”** means all intellectual property rights, whether registered or not, including pending applications for registration of such rights and the right to apply for registration or extension of such rights including patents, petty patents, utility models, design patents, designs, copyright (including Moral Rights and neighbouring rights), database rights, rights in integrated circuits and other sui generis rights, trade marks, mask work rights, trading names, company names, service marks, logos, the get-up of products and packaging, geographical indications and appellations and other signs used in trade, internet domain names, social media user names, rights in know-how (such as rights in Campaign Setup) and any rights of the same or similar effect or nature anywhere in the world.

- **“Moral Rights”** mean the non-economic rights of the author or creator of a work protected under the Copyright Act 2021 of Singapore, or any other applicable laws and regulations of any jurisdiction of the world, and it includes but is not limited to the right of attribution enabling such author or creator to be identified as the author or creator of the work, the right of integrity, which protects such work from any alteration, modification, distortion or other treatment in respect of such work, or any other similar rights.
- **“Representatives”** mean directors, officers, employees, agents, contractors, apprentices and professional advisors of such party and such party’s Affiliates.

❖ 2.2 **Non-Disclosure of Confidential Information**

- You shall not, at any time from and after our engagement and continuing after the termination of our engagement, directly or indirectly, disclose, reveal or permit access to all or any portion of the Confidential Information, or any tangible expressions or embodiments thereof (including any facilities, apparatus or equipment which embody or employ all or any portion of the Confidential Information), to any person without our prior consent, except:
 - to your Representatives, related corporations and Affiliates on a need-to-know basis. You shall ensure that these persons to whom you, directly or indirectly, disclose, reveal or permit access to all or any portion of the Confidential Information, or any tangible expressions or embodiments thereof (including any facilities, apparatus or equipment which embody or employ all or any portion of the Confidential Information) comply with these Terms and are instructed to treat the Confidential Information as confidential. You shall be liable for any breach of these Terms by these persons;
 - as required for legal proceedings arising out of or in connection with these Terms or the Agreement; and
 - as required by applicable law and regulation.
- In the event that you are legally requested or required to disclose any Confidential Information because it is required by applicable law or regulation, or for legal proceedings shall to the extent permitted by law: (i) inform us of this requirement before disclosing the information, (ii) limit the disclosure to the largest extent possible, and (iii) use your best efforts to provide assistance to us in opposing such disclosure or seeking a protective order.

- Without our prior consent, you shall not, directly or indirectly, use or exploit the Confidential Information for any purpose other than in connection with the performance of your obligations pursuant to our engagement. Any gain or profit of any kind or nature obtained or derived by you from your use or exploitation of the Confidential Information shall be reserved for our benefit and will be remitted thereby to us.
- ❖ 2.3 **Company Background IPR.** We are and remain the sole owner of all IPR existing at the time of our engagement and at the time owned by us (hereinafter referred to as the “**Company Background IPR**”).
- ❖ 2.4 **Client Background IPR**
 - You are and remain the sole owner of all IPR existing at the time of our engagement and at the time owned by you (hereinafter referred to as the “**Client Background IPR**”).
 - You acknowledge and agree that you grant us a non-exclusive, royalty-free, paid-up irrevocable, worldwide licence, to make, have made, modify and use such Client Background IPR solely for the purposes of our engagement.
- ❖ 2.5 **New IPR and Improvements.** Subject to Section 2.6 below:
 - we shall have full ownership to all results and IPR (including our Work Product) developed by us solely or by us and you jointly (“**New IPR**”). We shall have full ownership to improvements to the Company Background IPR and the Client Background IPR (including our Work Product) made by us solely or by us and you jointly (“**Improvements**”);
 - you hereby waive all IPR that you may have with respect to the New IPR and the Improvements (including Moral Rights to the New IPR and the Improvements); and
 - you shall not attempt to register or assert any IPR in respect of the New IPR and Improvements (including Moral Rights to the New IPR and Improvements).
- ❖ 2.6 **Assignment of New IPR and Improvements.** Upon your full payment of our fees for our Services and fulfilment of all of your contractual obligations pursuant to our engagement, the Intellectual Property Rights with respect to the New IPR and Improvements developed in the course of our engagement for Services shall be

transferred to you at the end of our engagement or at such other time as may be mutually agreed.

- ❖ 2.7 **Our Moral Rights.** You agree that we may include a byline on the bottom of your website crediting our authorship and work. If this is not acceptable, you must inform us beforehand in writing.

- ❖ 2.8 **Our Portfolio.** You agree that we may include in our portfolio the Work Product, and that the text review, audio or video testimonial provided to us by you can be included in our portfolio. This portfolio is shared with our prospective clients, which are subject to confidentiality obligations including, but not limited to non-disclosure and non-exploitation. If this is not acceptable, you must inform us beforehand in writing.

3. Our Fees and Charges

- ❖ 3.1 **Fees.** By accepting the Agreement through your use of our Services and/or your signing of the Proposal incorporating these Terms by reference therein, you agree to pay all fees for our Services as stated in the Proposal or otherwise quoted to you.

- ❖ 3.2 **Billing Methods.** You acknowledge and agree that we have the sole and absolute discretion to determine the billing and payment method(s) from time to time.

For the time being, you may pay our fees by bank transfer, PayNow (UEN), or use the link that we provide to pay with your credit or debit cards.

- ❖ 3.3 **No Set-Off.** All amounts payable to us under our engagement shall be paid in full without any set-off, counterclaim, deduction or withholding, except for any tax deductions or withholdings as required by law. If a withholding, deduction or set-off is required by law to be made by us, the amount of the payment due from you shall be increased to an amount which (after making such withholding, deduction or set-off) leaves an amount equivalent to the payment which would have been due to us if no withholding, deduction or set-off had been required.

- ❖ 3.4 **Payment in Advance.** Unless otherwise agreed, you shall pay us the applicable fees in advance as specified in the Proposal or as quoted to you in writing.

- ❖ 3.5 **No Refunds.** You acknowledge and agree that no refunds will be provided once payment has been made to us, except as otherwise specified herein. You further

acknowledge and agree that there will be no refunds for any unused portion of any fees paid to us.

- ❖ 3.6 **Late Payments.** Any late payment of our fees shall be subject to an interest rate of 5.33% per month which accrues on a daily basis until full payment is received by us.
- ❖ 3.7 **Outstanding Payments.** If you do not make any payment for any of our fees when they fall due:
 - we reserve the right to suspend our Services until all outstanding amounts are paid in full to us;
 - we reserve our right to the Intellectual Property Rights with respect to the New IPR and Improvements developed in the course of our engagement (see Section 2.6 above); and
 - we reserve the right to remove your access to our Work Product, including but not limited to, all web content, designs and developments made by us in the course of our engagement.
- ❖ 3.8 **Failed Payments.** If any debit or credit charge, bank transfer, or any payment due to us is unsuccessfully paid to us, you shall be responsible for any and all administrative and/or collection fees that may be imposed at our sole and absolute discretion.
- ❖ 3.9 **Disbursements.** You shall pay for any costs incurred by us in purchasing third-party stock photographs or any other forms of media assets (e.g., videos, logos, photographs, etc.) (collectively, the “**Media Assets**”) if you do not provide us with sufficient Media Assets for the purpose of our engagement.
- ❖ 3.10 **Prepayment of Media Spend**
 - For certain Services (for e.g., SEM Services, SMA Services and Other Advertising Services), if you prepay to us any amount for media spend or expenditure, you shall not be entitled to any refunds for unused portions. Any excess amounts will be carried forward and used in the following months during the course of our engagement.
 - For cross-border transactions, we will either:

- state that the exchange rate that applies for the media spend or expenditure based on the prevailing rate that is prescribed by a Singapore-based bank; or
 - state the specific exchange rate (either based on the average rate or another bank's rate) which will be reflected in our invoice to you for the same.
- ❖ 3.11 **Initial Payment.** Unless otherwise agreed, if the fees for our engagement exceed S\$5,000, you agree to pay to us a minimum non-refundable up-front initial payment of 50% of such fees with the remainder of the fees be paid on or before the completion of our engagement, or within 30 days of such initial payment, whichever is earlier.
- ❖ 3.12 **Pricing Variation.** We reserve the right to review, vary and/or amend the prices and categories of subscriptions, packages, and administrative fees from time to time, at our sole and absolute discretion.
- ❖ 3.13 **Additional Charges and Expenses**
- **Additional Revisions.** Any additional rounds of revision beyond the scope as agreed will be charged at a rate of S\$25 per hour, or as agreed upon in writing by the parties.
 - **Significant Changes to the Services**

While we recognise that you may, from time to time during the course of our engagement, require or request for significant changes to our Services or Work Product, you acknowledge and agree that any fees that we had quoted you prior to our engagement does not account for any significant changes in design, development or production works beyond the original scope of our engagement. Thus, if such requirement or request is made by you, we reserve the right to impose reasonable additional charges for such works. You will be notified of such additional charges and expenses prior to our commencement of such works.

If you anticipate that such requests or requirements will be made in the course of our engagement, you are encouraged to negotiate comprehensive terms and conditions pertaining thereto and included as special terms and conditions within our Proposal.

Some examples of significant changes include, but are not limited to:

- a) designing, producing and shooting a completely new video, audio recording, photograph, graphic design, advertisement, website layout or strategy;
- b) recreating or significantly modifying your logos or graphics;
- c) resetting or creating new accounts for Google tools such as Google Analytics, AdWords, Google Console, Google Maps and Google Places;
- d) replacing more than 50% of the text or image content on any given page or graphics;
- e) creating a new navigational structure or change the design or links in graphics;
- f) significantly reconfiguring your pay-per-click ad accounts, campaigns, advertisements, graphic designs or weblinks.

➤ **Repair Costs**

While we recognise that you may, from time to time during the course of our engagement or after our engagement, wish to independently edit or update our Work Product, you acknowledge and agree that any fees that we had quoted you prior to our engagement does not account for such independent edits or updates of our Work Product. Thus, if such independent edit or update causes any impact on our Work Product, the functionality of our Work Product or the performance of our Work Product, we reserve the right to impose reasonable additional charges in the amount of S\$50 per hour or such other agreed fees to repair these issues arising out of your independent edits or updates. You will be notified of such additional charges and expenses prior to our commencement of such works.

You are encouraged to actively communicate with us in the course of our engagement with respect to desired changes, edits or updates subject to our fees for any additional rounds of revision to repair these issues.

➤ **Costs for Work Outside of Standard Work Hours**

Our standard working hours are from 9.00 am to 6.00pm, Monday to Friday, except for Singapore public holidays. Any communication or work requests to be completed beyond such hours must be scheduled with us in advance and will incur additional charges which will be notified to you prior to commencement of such works. However, such works shall be subject to our sole and absolute discretion and our availability.

➤ **Rush Fees**

In the event that you require us to perform our Services or deliver our Work Product on an expedited basis (i.e., beyond the agreed-upon timelines), you will incur additional charges which will be notified to you prior to commencement of such works. However, such works shall be subject to our sole and absolute discretion and our availability.

4. Authorisation and Workflow

- ❖ 4.1 **Independent Contractor.** You acknowledge and agree that you have engaged our Services as an independent contractor, and our relationship shall not constitute a partnership or employment relationship wherein equitable duties arise.
- ❖ 4.2 **Authorisation.** You hereby irrevocably authorise us to:
 - set up new accounts, manage accounts under any channel or platform as may be required pursuant to the specific Services you had engaged us to perform;
 - access your pre-existing accounts under any channel or platform as may be required pursuant to the specific Services you had engaged us to perform; and
 - use your login credential or information in accessing any such pre-existing accounts under any channel or platform as may be required pursuant to the specific Services you had engaged us to perform.
- ❖ 4.3 **Delegation.** For the purposes of ensuring that our Services are rendered in compliance with agreed-upon timelines or where special expertise is requested or required, we reserve the right to assign and delegate certain aspects of the Services to sub-contractors at our sole and absolute discretion. To avoid doubt, you shall not have any control over our choice of sub-contractors.
- ❖ 4.4 **Commencement.** Unless stated in our Proposal or our written quotation or our invoice, you agree that we shall only be required to commence our work for the Services upon receiving full payment in advance pursuant to our Agreement with you, and when we are granted complete access to any channels or platforms as may be required pursuant to the specific Services you had engaged us to perform.

5. Your Obligations

- ❖ 5.1 **Breach.** You must read and understand this Section before using our Services. Any breach of this Section (in particular, any use of threatening, abusive or insulting words or behaviour in contravention of Section 5.3) may result in our immediate termination of our engagement in accordance with the immediate termination provisions hereto (i.e., Sections 7.2 and 7.3).

- ❖ 5.2 **Acceptable Conduct Policy.** At all times, and especially during the course of our engagement, you shall:
 - use our Services and our Work Product only for the purposes as permitted in this Agreement, and any applicable laws, regulations or generally accepted practices or guidelines (including any of our guidelines (if any));
 - promptly provide us with all relevant documents, Media Assets, login credentials and information, instructions, feedback, requests for revisions, or any other information as we may reasonably request which may have a bearing on the Services or Work Product that you are procuring from us;
 - provide us with clear instructions and reasonable timelines;
 - treat our directors, officers, employees, agents, contractors, apprentices and professional advisors professionally and respectfully, and adhere to any reasonable instructions and guidance provided by these persons;
 - remain contactable by us and responsive to our requests (regardless of the medium of communication (e.g., telephone calls, emails, etc.) during the course of our engagement. To clarify, you are deemed to be uncontactable and unresponsive by us if you do not respond within 10 working days the last day that we contact you. To further clarify, your response stating that you require more time to respond to us for any reason is considered a response, and you will be deemed to be contactable and responsive by us;
 - pay us all our fees (whether it be management fees or media spend or expenditures) for our Services on time whenever such fees are due;
 - comply with all mutually agreed upon timelines for the provision of any Media Assets or information to us in order for us to perform the Services and make timely delivery of the Work Product;

- pay us all reasonable additional fees (see Section 3.13) whenever your instructions deviate from your initial instructions such that you require additional Services or additional work going beyond what was initially agreed in our Proposal; and
 - act in a manner that is consistent with this Agreement.
- ❖ **5.3 Prohibited Conduct Policy.** At all times, and especially during the course of our engagement, you shall not:
- use our Services or Work Product for any illegal and/or unauthorised purpose;
 - use our Services or Work Product in any way that breaches any applicable local, national or international law or regulation;
 - create a link to our Website from any other website or document without our prior written consent;
 - solicit or attempt to solicit, or assist in soliciting or attempt to assist in soliciting our directors, officers, employees, agents, contractors, apprentices and professional advisors to be employed by, perform services for or otherwise be concerned with the development or provision of any services for you;
 - provide us with any false, incomplete, outdated or misleading information, or any falsified or forged documents that are required for us to provide you with our Services;
 - use any conduct or behaviour, or series of similar or different conduct or behaviour, causing our directors, officers, employees, agents, contractors, apprentices and professional advisors harassment, alarm or distress by using any threatening, abusive or insulting words or behaviour, or making any threatening, abusive or insulting words, image (moving or otherwise), message, expression, symbol or other representation that can be seen, heard or otherwise perceived by any person, or any combination of these;
 - provide us with last-minute revision requests, vague instructions and unreasonable timelines; and
 - act in any manner that is inconsistent with this Agreement.
- ❖ **5.4 Your Warranties.** You represent and warrant to us that:

- where you are procuring our Services on behalf of a company or other recognised form of legal entity, that you have the requisite legal authority to provide us with information and instructions in the procurement of our Services;
- where you have provided us with any Media Assets, that you are the owner of the Intellectual Property Rights of such Media Assets or that you are properly licensed and authorised by its right holder to allow us to use such Media Assets for the purpose of our Services;
- where you have provided us with any information in the procurement of our Services, that these information are true, accurate, up-to-date and not misleading in any respect, and that we may rely on the same without the need for further verification or investigation;
- you will comply with these Terms (in particular, Sections 5.2 (Acceptable Conduct Policy) and 5.3 (Prohibited Conduct Policy)) and the terms and conditions contained in our Proposal; and
- your engagement of our Services, execution of any documents (such as the Proposal) required for our engagement, your compliance with the terms of this Agreement or any terms and conditions contained in the Proposal or any other written document, will not breach any other agreement which binds you, or any order, judgment or other restriction that binds you.

Each of your representations above are deemed to be made by you by reference to the facts and circumstances then existing on each day during the course of our engagement.

6. Waiver and Release, Limitations of Liability, Indemnity

- ❖ 6.1 **Definitions.** For the purposes of this Section:
 - “**Indemnified Persons**” mean us (i.e., D'Marketing Agency Pte Ltd), our directors, officers, employees, agents, contractors, apprentices and professional advisors; and
 - “**Loss**” and “**Losses**” mean losses, damages, expenses (including legal fees and expenses), claims, demands, proceedings or liabilities.

- ❖ **6.2 Release of Liability.** In consideration of our grant of our licences to you for your use of our Services, and for the assignment of Intellectual Property Rights pursuant to Section 2, to the maximum extent permissible under applicable laws and regulations, you hereby unconditionally and irrevocably waive, release and forever discharge, hold harmless and agree to indemnify the Indemnified Persons from any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, which are caused by or result, directly or indirectly, from your use of our Services in breach of any terms and conditions of this Agreement, including but not limited to Section 5 (Your Obligations).

- ❖ **6.3 Discharge from Third Party Liability**
 - You hereby release and discharge the Indemnified Persons from any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused or alleged to be caused in whole or in part by the negligence from third parties for any reason whatsoever.

 - You further covenant not to sue any of the Indemnified Persons for any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused or alleged to be caused in whole or in part by the negligence of third parties for any reason whatsoever.

- ❖ **6.4 Acknowledgements and Waivers.** You hereby acknowledge, understand and agree that:
 - No indirect or consequential loss**
 - your use of our Services and our Work Product is at your sole risk and responsibility. To the maximum extent permitted by law, in no event shall the Indemnified Persons be liable to you in contract, tort (including negligence), in equity, under statute or otherwise for any Loss of any nature howsoever incurred or suffered by you of an indirect or consequential nature, including loss of turnover, profits, business or goodwill, which may arise out of or in connection with your use of our Services or Work Product, or our performance or non-performance in connection with your use of our Services (whether or not such Services were rendered with due care and skill or not, and whether reasonably fit for their purpose);

Services provided on an “as is” and “as available” basis

- our Services are provided to you on an “as is” and “as available” basis, without any representations or warranties, express or implied, including without limitation, implied warranties for any particular purpose. Further, you acknowledge and agree that we may suspend, withdraw or restrict the availability of our Services for business and/or operational reasons. We will give you reasonable notice of any such events (if any);

No express or implied representations

- none of the Indemnified Persons have made any representations, warranties, covenants, agreements or guarantees of any kind or character, whether express or implied, oral or written, concerning (i) the value, nature and quality of our Services and/or Work Product, (ii) the suitability of our Services and/or Work Product, (iii) the outcome of your use of our Services and/or Work Product, or (iv) any other matter regarding our Services and/or Work Product. The entire risk as to quality and your use of our Services remain with you. If our Services and/or Work Product prove defective after your use, you shall assume the entire risk and Loss of such defect;

Inherent risk with respect to electronic transmissions

- we rely heavily on electronic transmissions such as email and WhatsApp to communicate with you (including our communications to you of important notices and documents). Accordingly, there are inherent risks in any form of electronic communications (such as email), such that it is impossible to guarantee the security and absolute confidentiality of such communications. Therefore, you accept the risk of disclosure or interception of such communications due to the nature of the medium based on the factors that are beyond our reasonable control. Additionally, you accept the risk and Losses of late, incomplete or inaccurate transmissions, non-transmissions, and transmissions that may be corrupted, or which may have incorporated malicious security elements (e.g., viruses and Trojan horses);

Content on website for general information purposes only

- the content published on our Website, and all our communications to you are provided to you for general information only. It is not intended to amount to advice which you should rely on. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of such content. Accordingly, you accept all risks and Losses that arise out of or in connection with your reliance of such content;

Our reliance on your instructions

- we rely on the instructions (including, but not limited to your instructions to use certain Media Assets which you represent as the owner of any and all Intellectual

Property Rights relating to those Media Assets or that you are licensed by the right holder of such Media Assets) and information that you provide us with so that we are able to perform our Services and deliver the Work Product, and we are not obliged to verify or investigate the authenticity and accuracy of such information (including, but not limited to verifying whether you are in fact the owner of any and all Intellectual Property Rights in relation to the Media Assets or that you have a validly existing licence to use such Media Assets). The responsibility to ensure that the information and documents are true, accurate, up-to-date and not misleading in any respect rests completely with you. Accordingly, you accept all risks and Losses that arise out of or in connection with our reliance of the information and documents that you provide us with;

Third-party links in our Website

- our Website may contain links to other websites that are operated by third parties. The terms and conditions, privacy policies and other policies relating to these third parties' websites are not within our control, and we only provide such links for convenience only. The responsibility of reading and understanding the terms and conditions, privacy policies and other policies relating to their websites rests completely with you. Accordingly, you accept all risks and Losses that arise out of or in connection with your access and use of these websites;

Your independent edits beyond our control

- if you independently edit, update or rewrite our Work Product impacting the effectiveness, functionality and performance of our Work Product, you accept the entire risk and responsibility arising out of or in connection with such independent acts. For instance, in engaging our SEO Services, if you independently update your website's theme resulting in your website's ranking to drop, you shall bear the entire risk and responsibility of such a consequence; and

Other factors beyond our control

- the outcome of your use of our Services and Work Product may be influenced by several factors beyond our control, including but not limited to changes in platform algorithms, market conditions, competition, and the quality of your website, content or other Media Assets. Accordingly, we shall not be liable for any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused by such factors for which we have no control over. For instance:
 - when you engage our SEM Services, SMM Services, IM Services, and/or SEO Services, as we have no control over the search algorithms or policies implemented by the search engine (whereby your website may be excluded at any time at the discretion of the relevant search engine's

policy), platform or channel (whereby the search algorithms for such platforms or channels may change at any time at the discretion of such platforms or channels), or the prevailing market conditions (such as competition from your competitors advertising or marketing on similar platforms or channels as you), we shall not be liable for any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused by such factors;

- when you engage our IM Services, as we have no control over the influencer's personal conduct, we shall not be liable for any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused by the influencer's personal conduct;
 - when you engage our Media Production Services, as we have no control over factors such as weather conditions, location constraints and availability of subjects, we shall not be liable for any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused by such factors;
 - when you engage our EDM Services, Email Flow Services, and/or Cold Emailing Services, as we have no control over factors such as the prevailing market conditions (such as competition from your competitors relying on similar email marketing strategies), quality of your content and your mailing list, we shall not be liable for any and all Losses, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, caused by such factors.
- ❖ 6.5 **Maximum Liability.** Without limiting the generality of the foregoing, our maximum aggregate liability to you for any and all Losses that you suffer in connection with our Services is limited to the amount paid to us in the 12 months prior to the act giving rise to liability.
- ❖ 6.6 **Our Remedy.** Without prejudice to other Sections of these Terms, you acknowledge and agree that, in the event of any breach of these Terms or the Agreement, legal remedies may be inadequate for us, and thus, we shall be entitled to apply for appropriate equitable remedies, in addition to any other remedies which we may have at law.

7. Termination

- ❖ **7.1 Unilateral Termination with Notice.** During the course of our engagement, either party may terminate the engagement by providing the other party with a one-month written notice.

If you initiate the termination of our engagement, you shall pay to us 50% of the remaining fees that are payable to us had this engagement not been terminated by you. You agree that such payment is reasonable due to the resources committed by us in performing the engagement.

If you initiate the termination of our engagement prior to the commencement of the media campaign that we are engaged to execute (if applicable), you shall pay to us 15% of the remaining fees that are payable to us had this engagement not been terminated by you. You agree that such payment is reasonable due to the resources committed by us in performing the engagement.

- ❖ **7.2 Circumstances Entitling Immediate Termination by Us.** We shall be entitled to initiate the immediate termination of our Agreement with you in the circumstances where you have, as determined by us at our sole and absolute discretion, been found in breach of any provision of our Agreement with you, including, but not limited to:

- Section 5.2 (Acceptable Conduct Policy), especially in respect of your obligation therein to:
 - make timely payment of all our fees;
 - remain contactable by us and responsive to our requests;
 - treat our directors, officers, employees, agents, contractors, apprentices and professional advisors professionally and respectfully; and
- Section 5.3 (Prohibited Conduct Policy), especially in respect of your obligation therein to not cause any harassment, alarm or distress to our directors, officers, employees, agents, contractors, apprentices and professional advisors.

In the event that our Agreement with you is terminated pursuant to this Section, we shall provide you with a one-week written notice. You shall pay to us 50% of the remaining fees that are payable to us had this engagement not been terminated for your breach of our Agreement with you. You agree that such payment is reasonable due to the resources committed by us in performing the engagement.

- ❖ **7.3 Effect of Termination**

- The termination or expiration of our Agreement with you is without prejudice to the rights of each party against the other in respect of anything done or omitted under our Agreement prior to such termination or expiration.
 - All provisions that by their nature should survive termination shall survive termination, without limitation, confidentiality provisions, warranty disclaimers, limitations of liability and intellectual property provisions.
 - Each party shall immediately return to the other party all Confidential Information and any tangible expressions or embodiments thereof (whether employing all or any portion of the Confidential Information). Each party shall also securely destroy or erase all such Confidential Information and any tangible expressions or embodiments thereof (whether employing all or any portion of the Confidential Information).
 - In the event that you have provided us with the login credentials (i.e., usernames and passwords) of various accounts (whether to your ad accounts or social media accounts), we will not change or retain these information and will immediately terminate our access thereto.
- ❖ **7.4 No Termination If Delay caused by You.** You shall not be entitled to terminate our Agreement with you if a delay is caused by you not providing us with reasonable time to implement feedback and instructions from you for the performance of our Service.

8. Governing Law and Dispute Resolution

- ❖ **Governing Law.** These Terms and our Agreement with you shall be governed by the laws of Singapore.
- ❖ **Dispute Resolution**
 - If a dispute arises out of or relates to these Terms or our Agreement with you, except where urgent interlocutory relief is sought, either party may not commence any proceedings of any nature anywhere in the world in relation to the dispute, unless the following provisions hereunder are complied with.
 - A party to these Terms claiming a dispute (the “**Dispute**”) has arisen under these Terms or the Agreement must give written notice (the “**Notice of Dispute**”) to the other party detailing the nature of the Dispute, the desired outcome and action required to settle the Dispute.
 - On receipt of the Notice of Dispute, the parties must:

- within 30 days of the Notice of Dispute endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which the parties may mutually agree; and
- if the Dispute is not resolved within 30 days of the Notice of Dispute, the parties must submit the Dispute for mediation at the Singapore Mediation Centre (“**SMC**”) in accordance with SMC’s mediation procedure in force on the date the mediation is commenced before any party may have any recourse to litigation in the Singapore courts. Any party may submit a mediation request to SMC upon which the other party will be bound to participate in the mediation within 45 days thereof. Each party to the mediation must be represented by a person with authority to negotiate and settle the Dispute. SMC will appoint one mediator, the mediation will take place in Singapore in the English language, and any settlement agreement reached will bind the parties. The cost of the mediator will be borne equally by the parties.

9. Miscellaneous Provisions

- ❖ 9.1 **Severance**
 - These Terms are intended to be broad and inclusive as permitted by the laws of Singapore.
 - If any of the provisions or part-provisions of this is or becomes invalid, illegal or unenforceable, but would be valid, binding and enforceable if some parts of the provision were deleted or amended, then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity, legality nor enforceability of that provision shall in any way be affected or impaired as a result of this Section.
 - If any provision is modified pursuant to this Section, the remainder of these Terms shall be unaffected and remain in full force and effect.
- ❖ 9.2 **No Rights for Third Parties.** These Terms shall not give rise to any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision of these Terms.
- ❖ 9.3 **No Waiver.** Our delay in enforcing any provision hereunder shall not be construed as a waiver of our right to do so. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking any steps against you in respect of your breach of any of these Terms, that will not mean that you

do not have to do those things and it will not prevent us from taking any steps against you at a later date.

10. Specific Terms Applicable in Respect of the Relevant Services

- ❖ 10.1 In addition to the general terms set out under these Terms and our Proposal, further specific terms governing each Service have been set out in this Section.
- ❖ 10.2 **Search Engine Marketing Services (SEM Services)**
 - For the provision of this Service, you agree to provide us with:
 - your login credentials for Google Analytics;
 - suggested key phrases for testing;
 - any ad copy suggestions for ad creation; and
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services.
 - Targeted audience groups will be selected with input from you, but are ultimately subject to our discretion.
 - Key phrases must be mutually agreed between the parties.
 - You shall not make any changes to advertising campaigns to prevent budget wastage and effectiveness issues. If you independently edit or change these campaigns without our prior written consent, we are not liable for any outcomes of those campaigns.
 - If our monthly management fee is based on a percentage of your advertising budget, for the purposes of calculating such fees, it will include your actual monthly expenditure and invalid clicks.
 - We reserve the right to charge separate management fees for each channel within a platform as each channel requires customised Campaign Setups and optimisation work.
- ❖ 10.3 **Social Media Advertising Services (SMA Services)**
 - We will use social media advertising to manage and improve the performance of your campaigns within the relevant agreed-upon channels of such campaigns. For this Service, you agree to provide us with:

- your login credentials for the relevant channel for those campaigns;
 - any copy suggestions for ad creation; and
 - the relevant Media Assets, such as images, videos, text, branding files and other related documents and designs. If this is not provided, you may incur additional charges for content creation services.
- You shall not make any changes to advertising campaigns to prevent budget wastage and effectiveness issues. If you independently edit or change these campaigns without our prior written consent, we are not liable for any outcomes of those campaigns.
 - We reserve the right to charge separate management fees for each channel within a platform as each channel requires customised Campaign Setups and optimisation work.
- ❖ **10.4 Advertising On All Other Platforms (Other Advertising Services)**
- The following relates to the supply of Other Advertising Services on various platforms including but not limited to Yahoo, Carousell, Programmatic, Apple and Microsoft Bing. You authorise us to use the mutually agreed platforms as a means to manage and attempt to improve the performance of your campaigns within the relevant channels.
 - You shall not have access to the relevant platforms' ad accounts and we will update you on a monthly basis.
 - For the provision of this Service, you agree to provide us with:
 - your login credentials for the relevant channels;
 - any ad copy suggestions for ad creation; and
 - the relevant Media Assets, such as images, branding files and other related documents and designs. If this is not provided, you may incur additional charges for content creation services.
 - You shall prepay to us all relevant media spend and expenditures.
 - We reserve the right to charge separate management fees for each channel within a platform as each channel requires customised Campaign Setups and optimisation work.
- ❖ **10.5 Search Engine Optimisation Services (SEO Services)**
- For the provision of this Service, you agree to provide us with:

- your login credentials for your website's backend content management system;
 - your login credentials and/or access to your Google Analytics and Google Search Console accounts;
 - the existing keyword lists and content guidelines;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - any relevant business and marketing information to assist with the development of the keyword strategy and content creation.
- Targeted keywords and phrases will be selected with your input, but are ultimately subject to our discretion.
 - Content recommendations and changes will be provided by us with the expectation that you will implement these changes or provide access for us to implement these changes.
 - You agree to not make any changes to the relevant website's structure, content or backend settings that can affect the performance of this Service without our prior written consent. If you independently edit or change them without our prior written consent, we are not liable for any outcomes of those changes.
 - Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.
- ❖ **10.6 Social Media Management Services (SMM Services)**
- For the provision of this Service, you agree to provide us with:
 - your login credentials and/or access to all relevant social media accounts and profiles;
 - any existing content guidelines, branding materials and style guides;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - any relevant business and marketing information, including but not limited to content calendars, previous social media marketing performance data, information on target audience demographics and preferred social media platforms).

- We will create and post content based on your guidelines and input, but will retain our creative discretion to ensure the effectiveness of such content.
 - You must approve our content calendars and individual posts as per a mutually agreed schedule.
 - Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.
- ❖ **10.7 Influencer Marketing Services (IM Services)**
- For the provision of this Service, you agree to provide us with:
 - your preferences and restrictions in relation to the selection of the relevant influencers;
 - any existing content guidelines, branding materials and style guides;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - any relevant business and marketing information, including but not limited to content calendars, previous social media marketing performance data, information on target audience demographics and preferred social media platforms.
 - While we will select influencers that we feel are aligned with your brand and target audience, the final approval of such influencers is decided by you.
 - We will manage all communications with the selected influencers, including contract negotiations, content guidelines and campaign expectations.
 - The final content posted by the relevant influencer is ultimately beyond our control because we do not have access or the login credentials to the influencer's social media accounts.
 - Once the content is posted by the relevant influencer, we are unable to make changes to it thereafter.
 - We rely on the influencers to provide us with performance metrics and engagement data once the content is published on their social media accounts. These will be compiled and provided to you in our regular reporting to you detailing the performance and impact of such campaigns.

- Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.

❖ 10.8 **Website Development Services**

- For the provision of this Service, you agree to provide us with:
 - access to your current website and hosting platform (if applicable);
 - any existing content guidelines, branding materials and style guides;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services;
 - any relevant business and marketing information, including but not limited to information on target audience demographics; and
 - clear specifications and requirements for your website's functionality and design.
- We will create a project timeline and create draft mock-ups based on your specifications and requests. You shall review and approve our draft mock-ups via a call, during a meeting or in writing. We will develop your website based on your approved mock-ups.
- You are entitled to a specified number of rounds of revision during the design phase as agreed upon in our Proposal. Any additional revisions or changes requested shall be subject to additional charges payable to us.
- We will conduct thorough testing of your website to ensure its functionality and that it is error-free. Thereafter, you shall approve this website via a call, during a meeting or in writing before we launch your website. After obtaining your approval, your website will be launched on the hosting platform as agreed between the parties.
- Our management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.

❖ 10.9 **Landing Page Design and Development Services**

- For the provision of this Service, you agree to provide us with:
 - access to your current website and hosting platform (if applicable);
 - any existing content guidelines, branding materials and style guides;

- the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - any relevant business and marketing information, including but not limited to content calendars, previous social media marketing performance data, information on target audience demographics and preferred social media platforms; and
 - clear specifications and requirements for your landing page's functionality and design.
- We will create a project timeline and create draft mock-ups based on your specifications and requests. You shall review and approve our draft mock-ups via a call, during a meeting or in writing. We will develop your landing page based on your approved mock-ups.
 - You are entitled to a specified number of rounds of revision during the design phase as agreed upon in our Proposal. Any additional revisions or changes requested shall be subject to additional charges payable to us.
 - We will conduct thorough testing of your landing page to ensure its functionality and that it is error-free. Thereafter, you shall approve this landing page via a call, during a meeting or in writing before we launch your landing page. After obtaining your approval, your website will be launched on the hosting platform as agreed between the parties.
 - Our management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.
- ❖ **10.10 Videography and Photography Services (Media Production Services)**
- For the provision of this Service, you agree to provide us with:
 - clear specifications and requirements for the videography or photography project;
 - access to the location(s) (including the necessary permits, permissions and/or licences) where the videography or photography project will take place;
 - any existing content guidelines, branding materials and style guides;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and

- any relevant business and marketing information, including but not limited to information on target audience.
 - We will create a project timeline and storyboard based on your specifications and requests. You shall review and approve these timelines and storyboards via a call, during a meeting or in writing. We will perform this Service based on your approvals.
 - We will edit and produce the final videos and/or photographs based on your feedback and requests.
 - You are entitled to a specified number of rounds of revision during the design phase as agreed upon in our Proposal. Any additional revisions or changes requested shall be subject to additional charges payable to us.
 - We will deliver the final videos and photographs in the agreed-upon format and resolution. You will review and approve such final Work Product via a call, during a meeting or in writing.
 - Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.
- ❖ **10.11 Email Marketing – Electronic Direct Mail Services (EDM Services)**
- For the provision of this Service, you agree to provide us with:
 - access to your email marketing platform and mailing lists;
 - any existing branding materials (such as colour schemes and logos) and style guides;
 - content for the email campaigns, including texts, images and any other relevant materials;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - clear specifications and requirements for the email campaigns.
 - We will create a campaign strategy and timeline based on your specifications and requests. You shall review and approve this strategy and timeline via a call, during a meeting or in writing. We will commence the campaign based on your approvals.
 - We will monitor the performance of your email campaign, including open rates, click-through rates, conversions, and any other relevant data relating to the

overall engagement. This will be included in our regular reports detailing the performance and impact of such campaigns.

- Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.

❖ **10.12 Email Marketing – Email Flows Services (Email Flow Services)**

- For the provision of this Service, you agree to provide us with:
 - access to your email marketing platform and mailing lists;
 - any existing branding materials (such as colour schemes and logos) and style guides;
 - content for the email campaigns, including texts, images and any other relevant materials;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - clear specifications and requirements for the email campaigns.
- We will create a flow strategy (i.e., automation sequences) and timeline based on your specifications and requests. You shall review and approve this strategy and timeline via a call, during a meeting or in writing. We will commence this campaign based on your approvals.
- While we will create the content for the email flows based on your guidelines and requests, we retain our creative discretion to ensure effectiveness.
- We will monitor the performance of your email campaign, including open rates, click-through rates, conversions, and any other relevant data relating to the overall engagement. This will be included in our regular reports detailing the performance and impact of such campaigns.
- Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.

❖ **10.13 Email Marketing – Cold Emailing Services (Cold Emailing Services)**

- For the provision of this Service, you agree to provide us with:
 - access to your email marketing platform and mailing lists;

- any existing branding materials (such as colour schemes and logos) and style guides;
 - content for the email campaigns, including texts, images and any other relevant materials;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services; and
 - clear specifications and requirements for the cold email campaigns.
- We will create a campaign strategy and timeline based on your specifications and requests. You shall review and approve this strategy and timeline via a call, during a meeting or in writing. We will commence this campaign based on your approvals.
 - While we will create the content of your cold emails based on your guidelines and requests, we retain our creative discretion to ensure effectiveness.
 - We will monitor the performance of your cold email campaign, including open rates, click-through rates, conversions, and any other relevant data relating to the overall engagement. This will be included in our regular reports detailing the performance and impact of such campaigns.
 - Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.

❖ 10.14 **Creative Services**

- For the provision of this Service, you agree to provide us with:
 - any existing content guidelines, branding materials and style guides;
 - the relevant Media Assets, such as images, videos and text. If this is not provided, you may incur additional charges for content creation services;
 - any relevant business and marketing information, including but not limited to information on target audience demographics; and
 - clear specifications and requirements for this creative project.
- We will create a project strategy and timeline based on your specifications and requests. You shall review and approve this strategy and timeline via a call, during a meeting or in writing.
- While we will create the content for the project based on your guidelines and requests, we retain our creative discretion to ensure effectiveness.

- You are entitled to a specified number of rounds of revision during the design phase as agreed upon in our Proposal. Any additional revisions or changes requested shall be subject to additional charges payable to us.
- Our monthly management fee will be based on the package offered to you and accepted by your signing of our Proposal. This includes standard packages offered by us and any custom packages tailored to fit your requests.