

## TERMS OF BUSINESS

By accessing and using this service, you accept and agree to be bound by the terms and provisions of this agreement.

### Search Engine Optimization (SEO)

The following terms relate to the supply of Search Engine Optimisation (SEO) services ("the Services") by the "Company" (Chili Ltd) to the "Client" for the Website.

1. The Company agrees to provide the Client with the Services and is authorised by the Client to use the Key Phrases to attempt to improve the ranking of and/or positioning of the Website within the Search Engines.
2. The client acknowledges and agrees that:
  - a. If the Services provided are delayed and are not as a result of any fault(s) on the part of the Company, no refund or compensation will be offered to the Client.
  - b. In the event that the Client fails to provide to the Company the correct access (FTP/cPanel/CMS and others relevant to the website) logins to the Website or communicate these details within one (1) month of this agreement, the Client agrees that the Company will provide onsite as a separate document with instructions for the Client or a nominated representative (such as a developer) to upload.
  - c. The Client warrants to the Company that the Key Phrases and/or contents of the Website do not and will not violate any law or regulation.
  - d. Key phrases selected for SEO must be mutually agreed to by the Client and the Company.
  - e. The Client warrants to the Company that it has not received any written notice or claim, and the Key Phrases and/or the contents of the Website does not infringe, interfere, violate or misappropriate the intellectual property rights of any other party.
  - f. If the Company notifies the Client in writing of a claim or cause of action against the Company that any of the contents of the Website infringes a presently existing intellectual property right of a third party, the Client shall indemnify and defend such claim or cause of action at its own expenses and pay any costs or damages, including but not limited to all legal costs and disbursements which may be reasonably incurred or finally awarded against the Company.
  - g. The guarantee made by the Company in the (SEO Performance Guarantee) table does not apply in the following circumstances:

- i. If changes are made to the Website by other parties than the Company that adversely affect the search engine rankings of the Website (as determined by the Company).
    - ii. If the Website is offline due to a reason not caused by the Company.
    - iii. If Google releases an algorithm update and changes suggested by the Company are not implemented by the Client.
  - h. If the Company does not reach the stipulated guarantees/milestones at no fault of the Client (Company has full website access and client site has never been offline), the Company shall work for free for no more than ninety (90) days and Client is free to move on.
  - i. The guarantee begins from the day the Company uploads SEO content copy to the Clients website. The guarantee is void if the Company's changes are overwritten or lost by the Client.
3. The Client acknowledges that the Company makes no warranty that SEO will generate any increase in sales, business activity, profits or any other form of improvement for the Client's business or any other purpose. No liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision of the Services.

## Pay Per Click (PPC)

The following terms relate to the offer to supply Pay-Per-Click (PPC) services ("the Services") by the "Company" (Chili Ltd) to the "Client" for the "Website".

1. The Company agrees to provide the Client with the Services and is authorised by the Client to use the Key Phrases to manage and attempt to improve the performance of the Client's advertising campaign(s) within the Search Engine.
2. For the purposes of providing these services, the Client agrees to provide where applicable:
  - a. Google Analytics login details, suggested key phrases for key phrase testing and any ad copy suggestions for ad creation.
3. The Client acknowledges the following with respect to services:
  - a. The Company has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Client's site may be excluded from any website at any time at the sole discretion of the search engine.
  - b. Key phrases selected for PPC must be mutually agreed to by the Client and the Company.

- c. Media spend can be paid to Google, Facebook, Instagram, LinkedIn or WhatsApp directly by the Client, or the Company can pay on behalf of the Client, once the Client has prepaid the Company's invoice which includes management fee and media spend.
4. The Client acknowledges that the Company makes no warranty that Search Ads will generate any increase in sales, business activity, profits or any other form of improvement for the Client's business or any other purpose. No liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision of the Services.

## Social Advertising

The following terms relate to the offer to supply Social Media Advertising services ("the Services") by "Company" (Chili Ltd) to the "Client" for the "Website".

1. The Company agrees to provide the Client with the Services and is authorised to use Social Media Advertising to manage and attempt to improve the performance of the Client's advertising campaign/s within the agreed upon channel.
2. For the purposes of providing these services, Client agrees to provide where applicable: channel page log in details, copy suggestions for ad creation, images, branding files and documents.
3. The Client acknowledges the following with respect to Services:
  - a. The Company has no control over the policies of channels with respect to the type of sites and/or content that they accept now or in the future.
  - b. Targeting selected for channel must be mutually agreed to by the Client and the Company.
  - c. Media spend can be paid to Google, Facebook, Instagram, LinkedIn or WhatsApp directly by the Client, or the Company can pay on behalf of the Client, once the Client has prepaid the Company's invoice which includes management fee and media spend.

## Landing Page

The following terms relate to the offer to supply Landing Page Design & Development services ("the Services") by "Company" (Chili Ltd) to the "Client" for the "Website".

1. The Company agrees to provide the Client with the Services including:
  - a. A custom designed landing page.
  - b. One round of minor design revisions.

- c. Up to 300 words of copy (unless provided by the Client).
2. The Company agrees to complete the Services within fourteen (14) business days, if the Client provides necessary approvals within twenty-four (24) hours. The Client agrees that any delays in design, development and content approval will result in overall project delays.
3. For the purposes of providing these services, the Client agrees to provide where applicable: channel page log in details, copy suggestions, images, branding files and documents.
4. The Client acknowledges the following with respect to services:
  - a. The Company has no control over the policies of channels with respect to the type of sites and/or content that they accept now or in the future.
5. No liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision of the Services.

## Content Writing

The following terms relate to the offer to supply Premium Content Writing services ("the Services") by "Company" (Chili Ltd) to the "Client" for the "Website".

1. The Company agrees to provide the Client with the Services including:
  - a. A dedicated Content Writing Specialist.
  - b. One round of minor revisions.
2. The Company agrees to complete the Services within the agreed upon turnaround time, as per the signed Service Agreement between the Client and the Company, if the Client provides necessary approvals and amendments within three (3) business days.
3. For the purposes of providing these services, the Client agrees to provide:
  - a. A completed content questionnaire with proper details.
  - b. Copy samples and suggestions.
  - c. Approval of content within ten (10) business days.
4. And where applicable:
  - a. Images.
  - b. Branding files.
  - c. Channel page log in details.
5. The Client acknowledges the following with the respect to the Services:

- a. The Company has no control over the policies of channels with respect to the type of sites and/or content that they accept now or in the future.
  - b. The Company has permission to upload the content, should the Company have relevant access and the Client does not provide approval within the agreed ten (10) business days.
6. No liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision of the Services.

## Reputation Management

The following agreement relates to the supply of Online Reputation Management (ORM) services ("the Services") "Company" (Chili Ltd) to the "Client" for the "Campaign" and "Website".

1. The Company agrees to provide the Client with the Services and is authorised to optimise the business/personal profiles and microsites which are used in the Campaign for the purposes of increasing the ranking for selected key phrases and the goal of demoting 'offending and negative sites' on page 1 of Google.
2. For the Company to provide the Services, the Client agrees to provide correct access and other necessary logins to the Website for uploading, title tags, meta tags and making changes to content and source code for the purpose of optimisation.
3. The Client acknowledges and agrees that:
  - a. The Company has no control over the policies of the Search Engines with respect to the type of sites and/or content that they accept now or in the future.
  - b. The Client acknowledges that the Company makes no warranty that Reputation Management will generate any increase in sales, business activity, profits or any other form of improvement for the Client's business.
  - c. Services are due payment under all circumstances; including if any of the following situations occur which may disrupt the efforts and work provided by the Company:
    - i. If changes are made to the Website(s) and/or backlinks are built to the Website by other parties that adversely affect the services provided by the Company; or
    - ii. If the Website(s) is offline due to a reason not caused by the Company; or
    - iii. If Google releases an algorithm update and changes suggested by the Company are not implemented by the Client
    - iv. If work is delayed through no fault of the Company
4. Any guarantees made by the Company does not apply in the following circumstances:

- a. If changes are made to the Website(s) by parties other than the Company that adversely affect the search engine rankings of the Website (as determined by the Company);
  - b. If the Website(s) are offline due to a reason not caused by the Company.
  - c. If Google releases an algorithm update and changes suggested by the Company are not implemented by the Client.
5. If the Company does not reach the stipulated guarantees or milestones, at no fault of the Client (Company has full website access and client site has never been offline), the Company shall work for free for no more than ninety (90) days and Client is free to move on.
  6. The guarantee begins from the day the Company uploads content copy to the Client's Campaign. The guarantee is void if the Company's changes are overwritten or lost by the Client.
  7. Definitions:  
'Reputation Management' means providing work to reduce the impact of 'offending sites' made by third parties against the Client.  
'Offending sites' means a website, blog post or article deemed as harmful to the Client's online reputation.  
'Negative Keyword' means the key phrases used as search terms which produce the 'offending sites' deemed harmful to the Client's reputation.

## General Terms

1. The Client agrees that this agreement shall continue for the "term" from the date of this agreement. Once the "term" is reached, the campaign will continue to roll on until the client provides the company thirty (30) days' written notice.
2. The Client shall give feedback within the timeframe as stated in the timeline provided by the Company to avoid delays. The Company reserves the right to terminate the agreement in any of the following circumstances:
  - a. The Client does not contact / respond to requests by email or telephone within ten (10) working days.
  - b. The Client's instructions deviate from this agreement and/or the Client refuses to pay any additional fees if required to do so for any additional work required.
  - c. The Client fails to provide content, and/or any additional information requested by the Company within the reasonable deadlines stated.
  - d. The Client has more than one (1) outstanding invoice in the balance.

3. In the event of any of the above stated occurrences, the Company may terminate the agreement in writing. Should the Company proceed with a termination, the Client is responsible for the remaining balance to be fulfilled in the agreement.
4. The Client acknowledges that the Company makes no warranty that our service will generate any increase in sales, business activity, profits or any other form of improvement for the Client's business or any other purpose. The Client shall indemnify the Company for any damages or losses arising from or as a consequence of the provision of the Services.
5. The Client undertakes to handle all personal data in the Website in accordance with the provisions of the Personal Data Protection Act (PDPA), including but not limited to the following:
  - a. Collect adequate, but not excessive, personal data by lawful and fair means only for lawful purposes related to the functions or activities of the Website.
  - b. Take all reasonably practicable steps to ensure that the personal data collected or retained are accurate, having regard to the purposes for which they are to be used.
  - c. Erase personal data which are no longer necessary for the purposes for which they are to be used.
  - d. Use the personal data collected only for purposes or directly related purposes for which the data were to be used at the time of collection, unless the individual concerned has given express consent for a change of use or such use is permitted by law.
  - e. Take all reasonably practicable steps to ensure that personal data are protected against unauthorised or accidental access, processing, erasure or other use.
  - f. Take all reasonably practicable steps to ensure that a person can be informed of the kinds of personal data that the Website holds and the purposes for which the data are to be used.
  - g. Permit persons to access and correct personal data of which they are the data subjects and process any such access/ correction requests in a manner permitted or required by law.
6. The Client warrants to the Company that it shall indemnify the Company for any breach(es) of personal data privacy claims.
7. The Management Fee may be made by the Client to the Company by bank transfer, cheque, PayPal or online direct debit via our secure online payment portal. The Company shall commence to provide the Services herein to the Client upon receipt of the Client's first payment and thereafter the Client shall settle the Management Fees within seven (7) days upon receipt of ongoing invoices issued by the Company. The Company reserves the right to assess and collect late-payment charges of 5% per month on any outstanding balances of the Management Fee(s).
8. There are no refunds available on services provided by the Company once payment is affected by the Client. There is also no credit transferred unless the Company agrees.

9. Early Termination: Either party may terminate this agreement by giving each other one (1) month's written notice before the expiry of the "term". In the event that the Client terminates the Company's Services during the period covered by this contract, the Client agrees that it shall be liable for and shall pay the Management Fee for the balance remaining of the contract.
10. This agreement is construed in accordance with the laws of Panama.
11. The Client shall not offer any form of employment to the Company's staff whilst using the Company's services, or within twelve (12) months of ceasing the Company's services at any time during the Term hereof to the expiry of twelve (12) months after the date of termination of this agreement (as the case may be) employ or attempt to employ any person who is, or shall at any time between the date hereof and the date of such termination be, one of the Company's employees engaged in providing the Services.