



EXABYTES DIGITAL SEARCH ENGINE MARKETING SERVICE AND SOCIAL MEDIA ADVERTISING SERVICE TERMS AND CONDITIONS

In addition to Exabytes Digital Budget Allocation/ Investment Plan accepted by You, Exabytes Digital General Terms and Conditions and any other terms and conditions of Your agreement with Exabytes Digital, these Exabytes Digital Search Engine marketing Service (“**SEM Service**”) and Social Media advertising Service (“**SMA Service**”) Terms and Conditions shall apply when You purchase SEM Service and SMA Service as specified in the Exabytes Digital Budget Allocation/ Investment Plan accepted by You.

These SEM Service and SMA Service Terms and Conditions refer to words defined in the Exabytes Digital Budget Allocation/ Investment Plan accepted by You and Exabytes Digital General Terms and Conditions.

1. PROVISION OF SERVICE

1.1 Exabytes Digital will store advertising material on its own, Search Engine provider’s, or Social Media provider’s server.

1.2 You shall within three (3) calendar days from Exabytes Digital’s written request make available to Exabytes Digital any information (including but not limited to administrative account login access and any information as required in any job sheet provided by Exabytes Digital) and content required (including but not limited to any text, article, photo, graphic, video, content, design, logo, trademark, website image or other artwork) in order to perform the Service and authorize Exabytes Digital’s use of the same information or content for the purpose of performing the Service. You shall not hold Exabytes Digital liable for failure to execute or deliver Service in the event that You fail to provide the information or content to Exabytes Digital’s satisfaction in accordance with this clause. You guarantee that that information and content provided to Exabytes Digital under this clause are owned by You or You have obtained permission from the rightful owner to use that information or content. You agree to hold Exabytes Digital harmless, protect and defend Exabytes Digital from any claim or suit arising from the use of such information or content furnished by You.

1.3 For the sole purpose of performing the Service, You further grant Exabytes Digital permission or access as follows: (i) administrative access to Your website, Your customer service management software (CMS) account, Your Google Ads Manager, Facebook Ads Manager, Google Tag Manager, website traffic statistical tools for Your website, Your Google Analytics and/or Social Media account or webpage, as the case may be, and Your any other account as the situation may require, (ii) permission to communicate with third party, including (but not limited to) Your web designer and Your web developer, (iii) permission to use Your official email in order to request for hyperlink, (iv) permission to make changes to Your Social Media account or webpage (for the sole purpose of performing SMA Service only), and (v) permission to setup Your Social Media account or webpage on Your behalf (for the sole purpose of performing SMA Service only).

1.4 For the avoidance of doubt, any delay or failure in the performance of Service attributable to the delay or failure on Your part in fulfilling Your obligation under Clauses 1.2 and 1.3 of these terms and conditions shall not be deemed to be a breach under the Agreement.

1.5 Unless otherwise agreed, Exabytes Digital shall use its official account to engage third party provider for the purpose of the SEM Service and SMA Service including (but not limited to) Google.com, Facebook.com and LinkedIn.com.

1.6 You agree, represent, and warrant to Exabytes Digital, both during and after the term of this Agreement, as follows:

- (a) You shall use the SEM Service and SMA Service for Your business purposes only within Your entity and by Your employees or agents.
- (b) You shall not permit any affiliated entities or other third parties to use the Service or any portion thereof (including joint marketing arrangements).
- (c) You have read, understood and will comply with Facebook Terms of Service in <https://www.facebook.com/legal/terms>, LinkedIn User Agreement in <https://www.linkedin.com/legal/user-agreement>, Instagram Terms of Use in <https://help.instagram.com/581066165581870n>, Twitter Terms of Service in <https://twitter.com/en/tos>,



YouTube Terms of Service in <https://www.youtube.com/static?template=terms> and/or iStock content license agreement in <https://www.istockphoto.com/my/legal/license-agreement> (as the case may be) as part of Your business relationship with Exabytes Digital. In the event any terms and conditions are inconsistent with these terms of service, the provision of these terms of service shall prevail.

- (d) all that information You provide to Exabytes Digital in connection with the SEM Service and SMA Service and other forms (such as Exabytes Digital Budget Allocation/ Investment Plan accepted by You) are true, current, accurate and complete.

2. ADS SPEND

- 2.1 For the sole purpose of performing the SEM Service and SMA Service under this Agreement, You allow Exabytes Digital to (i) decide how it will use Ads Spend; and (ii) increase the Ads Spend.
- 2.2 You will be invoiced for any additional direct cost exceeding the an aggregate limit of Ads Spend which Exabytes Digital can spend to purchase any online advertising media on behalf of You to be used to perform the SEM Service and SMA Service over the term of this Agreement and You shall make the payment of that additional direct cost in accordance with this Agreement.
- 2.3 In the event of early termination of this Agreement, any unutilised Ads Spend paid shall be utilised on or before 1 April on the subsequent year, failing which Exabytes Digital reserves the right to not refund that unutilized Ads Spend.
- 2.4 Any tax arising from the Ads Spend shall be payable by You.
- 2.5 If You decide to directly pay the Ads Spend to the Social Media or Search Engine provider, You hereby authorise Exabytes Digital to use Your designated credit card to pay for any part of the Ads Spend during the term of this Agreement for the sole purpose of providing SEM Service and SMA Service. If any part of the Ads Spend cannot be paid from Your designated credit card, Exabytes Digital's inability to perform the SEM Service and SMA Service shall not constitute a breach under this Agreement.

3. DISCLAIMER

- 3.1 In respect of any SMA Service, Exabytes Digital assumes no responsibility or liability for any error, cost, loss, disclosure of or related to any content or other information, or data not being transferred to or published on any of Your Social Media webpage or account, or if any incident occurs as a result of malfunction in a transfer facility.
- 3.2 The SEM Service and SMA Service provided to You is strictly on an "as-is" basis. Exabytes Digital disclaims any and all express, implied and statutory warranties applicable to Your website or the SEM Service or the SMA Service, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranties arising out of conduct or trade practice.
- 3.3 You are aware that the Social Media provider may make material changes to their websites and services as the Social Media comprised of third-party platforms.
- 3.4 Unless otherwise agreed, You shall be responsible to monitor, manage and respond to all messages and comments on Your Social Media page.

4. DEFINITIONS

"Ads Spend" means any part of direct cost with an aggregate limit as set out in the duly accepted Budget Allocation/ Investment Plan, which Exabytes Digital can spend to purchase any online advertising media on behalf of You to be used to perform the SEM Service and SMA Service during the Service Period, exclusive of any tax.



“Management Fee” means the fee stipulated in the Budget Allocation/ Investment Plan accepted by You and chargeable by Exabytes Digital for time spent in managing SEM Service and SMA Service purchased by You over the period stated in that Budget Allocation/ Investment Plan, exclusive of any tax.

“Monthly Media COS” includes (i) Ads Spend payable on every calendar month; and (ii) withholding tax amounting to eight percent (8%) of that Ads Spend payable on every calendar month; and (iii) service tax amounting to six percent (6%) of that Ads Spend payable on every calendar month.

“Retainer Fee” means the fee stipulated in the Budget Allocation/ Investment Plan accepted by You and chargeable by Exabytes Digital for the following services provided by Exabytes Digital to You for the period stated in that Budget Allocation/ Investment Plan, exclusive of any tax: (a) conduct one (1) time face-to-face meeting with You once every calendar month during the Service Period in order to discuss about the performance of the SEM Service and SMA Service, (b) a total of four (4) man-hours spent in planning for SEM Service and SMA Service and researching on Your competitor as well as new market of Your product or service.

“Search Engine” means a computer program called Google that searches for and identifies items in a database that correspond to keywords or characters specified by a user, used especially for finding particular sites on the internet.

“Social Media” means Your Facebook, YouTube, Instagram or LinkedIn webpage or administrative account.

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