

## EXABYTES DIGITAL SEO SERVICE | TERMS AND CONDITIONS

In addition to the package offered by EXABYTES DIGITAL and accepted by YOU, as well as EXABYTES DIGITAL's general terms and conditions and any other terms and conditions under YOUR agreement with EXABYTES DIGITAL, these EXABYTES DIGITAL SEO Service Terms and Conditions shall apply when YOU purchase SEO service as specified in the accepted package.

These SEO Service Terms and Conditions shall be read together with the definitions set out in the accepted package and in EXABYTES DIGITAL's General Terms and Conditions.

### 1. PROVISION OF SERVICE

1.1 YOU shall, within ten (10) 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 may be required in any job sheet provided by EXABYTES DIGITAL) and any content required (including but not limited to text, articles, photos, graphics, videos, designs, logos, trademarks, website images, or other artwork) for the purpose of performing the SEO Services, and hereby authorise EXABYTES DIGITAL to use such information or content accordingly.

YOU shall not hold EXABYTES DIGITAL liable for any failure to execute or deliver the services if YOU fail to provide the required information or content to EXABYTES DIGITAL's satisfaction in accordance with this clause.

YOU guarantee that all information and content provided to EXABYTES DIGITAL pursuant to this clause are owned by YOU, or that YOU have obtained the necessary permission or licence from the rightful owner to use such information or content. YOU further agree to indemnify, hold harmless, protect and defend EXABYTES DIGITAL against any claim, demand, or legal action arising from the use of such information or content provided by YOU.

1.2 For the sole purpose of performing the Services, YOU hereby grant EXABYTES DIGITAL the following permissions and access:

- (i) administrative access to YOUR website, content management system (CMS) account, or backend management system (including but not limited to WordPress), Google My Business application, Google Search Console, website traffic analytics tools, and any other account of YOURS as may be reasonably required; and
- (ii) permission to communicate with third parties, including (but not limited to) YOUR web designer and YOUR web developer.

1.3 For the avoidance of doubt, any delay or failure in the performance of the Services arising from or attributable to the delay or failure on YOUR part in fulfilling YOUR obligation under clauses 1.1 and 1.2 of these Terms and Conditions shall not constitute a breach by Exabytes DIGITAL under this Agreement.

1.4 YOU agree, represent, and warrant to EXABYTES DIGITAL that, both during and after the term of this Agreement:

- (i) YOU shall use the SEO Services solely for YOUR legitimate business purposes within YOUR entity and through YOUR employees or authorised agents,
- (ii) YOU are responsible for the accuracy of keywords, and
- (iii) all information provided by YOU to EXABYTES DIGITAL in connection with the SEO Services (including information contained in the package selected and accepted by YOU) shall be true, current, accurate and complete.

1.5 In the event that YOU require EXABYTES DIGITAL to provide additional services beyond the scope and deliverables stated in the package, such services shall be subject to additional fees.

1.6 YOU acknowledge and agree that all service fees paid are strictly non-refundable.

## 2. SERVICE LEVEL AGREEMENT FOR SEO SERVICES (“SLA”)

2.1 The phrase “keywords guaranteed” in EXABYTES DIGITAL’s package accepted by YOU refers to this SLA.

2.2 Subject to the terms and conditions of this SLA and this Agreement, EXABYTES DIGITAL will use its best effort to ensure that the following percentage of keywords for each of YOUR website will appear on the first page of Google search result (“**Results**”) by the twelfth (12<sup>th</sup>) month from the commencement of the service period:

Package	Results
Standard, Pro, Ultra	A total of fifty percent (50%) of the keywords

2.3 This SLA shall only be applicable to websites and domains in Malaysia and Singapore.

2.4 Subject to Clauses 3 and 4, the SEO Services period is **one (1) year**. If the agreed results are not achieved by the end of the one-year period:

- i. If YOU choose not to renew, we will extend the service by one (1) month at no extra cost.
- ii. If YOU choose to renew, we will extend the SEO Services for an additional one (1) month at no cost and offer a special renewal rate. Please note that the renewal must be for a one (1) year service period. The one (1) month complimentary extension will result in a total service period of thirteen (13) months. No performance guarantees shall apply during the renewal period.

The extension mentioned above can only be given ONCE, unless both parties agree otherwise in writing.

## 3. EXCLUSIONS

3.1 The SLA set forth in Clause 2 shall not apply in the following circumstances:

- (i) if YOUR website is offline due to reasons not attributable to EXABYTES DIGITAL; or
- (ii) if YOUR website is modified by any other party other than EXABYTES DIGITAL in a manner that adversely affect Google search organic ranking or directory rankings of the YOUR website, as determined by EXABYTES DIGITAL in its sole discretion; or

- (iii) if YOU fail to comply with EXABYTES DIGITAL's instructions in modifying YOUR website, including but not limited to circumstances where YOU have not provided the necessary and sufficient administrative access under Clause 1.2(i).

3.2 The following industries and sectors shall not be eligible for guaranteed keywords.

- (i) Business-to-Consumer (B2C) e-Commerce Marketplaces;
- (ii) Professional Business Services, including but not limited to Accounting, Finance, Legal/Law, Business Process Outsourcing (BPO), Enterprise Resource Planning (ERP), Human Resources (HR), Technology & Software, and Insurance;
- (iii) Healthcare-related Products and Services, including but not limited to Beauty, Cosmetics, Medical and Supplements;
- (iv) Special Industries, including but not limited to News and Media, Travel and Hospitality, and Education and Online Learning; and
- (v) any other industry, sector, or activity as EXABYTES DIGITAL may, in its sole discretion, determine from time to time to be ineligible.

3.3 You acknowledge and agree that the Results may take time to materialise. Accordingly, the keywords selected at the commencement of the Services shall remain fixed and may not be changed during the Service Period. The SLA shall not apply where YOU request any changes to the keywords after the commencement of the Services.

3.4 EXABYTES DIGITAL reserves the right to amend, discontinue, or introduce new SLA from time to time. Please refer to <https://www.exabytes.my/legal/exabytes-digital-tnc> for the latest version.

#### **4. SUSPENSION & TERMINATION**

4.1 Should there be any delay in payment, a surcharge of the rate of ten percent (10%) per annum shall be imposed. EXABYTES DIGITAL further reserves the right to suspend the services until full settlement of the outstanding payment together with the accrued surcharge.

4.2 Termination of services may be effected by providing a minimum of three (3) months' prior written notice. In the event of immediate termination without such notice, service fees equivalent to three (3) months shall be payable.

4.3 Notwithstanding clause 4.2, the SLA may be terminated by EXABYTES DIGITAL with immediate effect upon written notice to YOU in any of the following events:

- (i) where YOU, YOUR employee, agent, or any other person acting under YOUR instruction overrides, obstructs or interferes with EXABYTES DIGITAL's modification of YOUR website,
- (ii) upon service of notice of termination by either YOU or EXABYTES DIGITAL in circumstances justifying immediate termination, or
- (iii) where EXABYTES DIGITAL suspends the SEO Services pursuant to the terms and conditions published on EXABYTES DIGITAL's website, in which case EXABYTES DIGITAL may terminate the SLA immediately.

## 5. DISCLAIMERS, LIMITATION OF LIABILITY, AND INTELLECTUAL PROPERTY

5.1 The service provided to YOU is strictly on an “as-is” and “as-available” basis. EXABYTES DIGITAL expressly disclaims all warranties, whether express, implied, or statutory, relating to YOUR website or the SEO Services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from course of dealing, usage, or trade practice. EXABYTES DIGITAL does not warrant that the services will meet YOUR requirements, operate uninterrupted, or be error-free.

### 5.2 Limitation and Exclusion of Liability

5.2.1 EXABYTES DIGITAL has no control over:

- a) the policies of any search engine or directory with respect to the type of websites and/or content that they accept, whether now or in the future. YOUR website may be excluded, removed, or delisted from any search engine or directory at any time at the sole discretion of such search engine or directory.
- b) the algorithms, ranking methods, or indexing processes of any search engine or directory, which are entirely outside the control of EXABYTES DIGITAL. As a result, the visibility, ranking, or traffic of YOUR website may fluctuate or be impacted at any time due to changes in such algorithms or processes.

5.2.2 EXABYTES DIGITAL shall not be liable for any loss, damage, or corruption of data on YOUR website arising from any of the following:

- a) the installation of any plugins or third-party software at YOUR request on the content management system of YOUR website;
- b) unauthorized access, hacking or any cyberattack targeting YOUR website;
- c) viruses, malware, or other malicious code affecting YOUR website; or
- d) any interruption, suspension, or failure of services not directly caused by EXABYTES DIGITAL’s gross negligence or wilful misconduct.

5.2.3 EXABYTES DIGITAL shall not be liable for any issues relating to website or webpage ranking, traffic, or indexing, including but not limited to any effects of a “Google Sandbox” penalty, or any search engine practices that may hinder the ranking of a new website or webpage, until such website or webpage has been operational and publicly accessible for a continuous period of more than six (6) months.

5.2.4 EXABYTES DIGITAL shall not be liable for any consequences arising from YOUR decision to link to, obtain, or accept a hyperlink from any third-party website, whether or not EXABYTES DIGITAL has been consulted or provided advice regarding such links.

5.2.5 In no event shall EXABYTES DIGITAL be liable for any indirect, consequential, special, or incidental damages, including loss of profits, loss of business, or loss of data, arising from or in connection with the SEO Services provided.

### 5.3 Intellectual Property Rights

YOU retain ownership of all content, materials, and data provided or uploaded to YOUR website. Notwithstanding the foregoing, EXABYTES DIGITAL shall retain all right, title, and interest in and to its proprietary methodologies, tools, processes, software, templates, and any other intellectual property

developed or used in the course of providing SEO services, including any modifications or enhancements thereto. Nothing in these terms shall be construed as granting YOU any ownership or license to EXABYTES DIGITAL's proprietary intellectual property, except as expressly agreed in writing.

## 6. DEFINITIONS

“Keywords” means the specific number of phrases stipulated in the package accepted by YOU, which shall remain fixed and shall not be amended or substituted in any manner during the entire service period, unless expressly agreed in writing by EXABYTES DIGITAL.

“Search Engine” means a computer program, including but not limited to Google, that searches for and identifies items in a database corresponding to keywords or characters specified by a user, and is used primarily for locating specific websites on the internet.

“SEO” means the search engine optimisation service provided by EXABYTES DIGITAL, which involves using the Keywords in an effort to improve the ranking, visibility, and/or positioning of each of YOUR websites within a Search Engine, and shall not be construed as a guarantee of specific results or outcomes.

“Search Engine Optimisation (SEO) fee” means the fee stipulated in the package accepted by YOU and payable to EXABYTES DIGITAL for the provision and management of the SEO services purchased by YOU for the duration specified in the package, exclusive of any applicable taxes, and is non-refundable unless expressly agreed in writing by EXABYTES DIGITAL.

***-End of Exabytes Digital SEO Service Terms and Conditions-***