

Service terms, conditions and refund policy

1. Security

1. All information and correspondence between The Client and The Agency is private and will not and should not be shared with anyone at any time. See terms and conditions below for further information on security and privacy.
2. Only designated, trusted personnel should have access to any correspondence, files, documents, reports, statistics or communication from or to The Agency.

2. Working agreements

1. We require all information you have on the attacker(s) including names, emails, IPs and correspondence.
2. Policy should be implemented within your staff to ensure that no clicking on the affected links occur while we are working on our reputation management services.
3. You will receive a report on all progress made, as well as accomplishments or general updates.
4. During the course of the project, no member of your firm or associated persons should interfere with matters relating to the removal or demotion of this negative content to the extent that it prejudices the mandate.
5. aReputation should be informed of any other external SEO services you have ongoing or plan to contract which relate to this project.
6. This Service Agreement can only be cancelled within 48 hours of initiation.
7. For contingency services, The Agency does not guarantee results, nor does is the Agency beholden to accomplish these results as no charges will be made to The Client. Contingency services are provided at the risk and expense of The Agency until the project is accomplished as per the "Specifications" section above.
8. The Agency agrees to monitor the addressed link(s) and any provided keywords for 6 months after the completion of the project to the client's satisfaction. Should the exact URL(s) as listed in the "Specifications" section above reappear (not new defamation, URLs or content), we will resolve this at no cost and begin another 6 months of monitoring from that date.

3. Payment Agreement

1. Payment is required upon the visible removal of individual projects and invoices will be issued upon their completion.
2. For all contingency (pay-on result) services, fees due should be released within 3 weeks of project completion.
3. Total price, as written applies only to the project scope described.
4. Any additional works or requests authorized by the client may result in further fees.
5. The Agency will not include any additional works, not specified or agreed by a decision holder in your firm or yourself if the project is private.

SCHEDULE 1 - TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

The capitalised terms used in this Agreement have the meaning given to them in Schedule 2. This Agreement consists of the Deal Terms, the terms and conditions set out in this Schedule 1 and the definitions set out in Schedule 2. Schedule 2 also sets out some rules about how this Agreement should be interpreted.

2 APPOINTMENT

2.1 The Client appoints the Agency to carry out, and the Agency agrees to provide, the Services in the Territory in relation to the Project during the Term in accordance with this Agreement.

2.2 In undertaking the Services the Agency shall:

- 2.2.1 use reasonable skill and care in performing the Services;
- 2.2.2 devote such time and attention to the provision of the Services necessary for the satisfactory undertaking of the Services in relation to the Project;
- 2.2.3 comply with all reasonable standards of safety and observe all procedures relating to health and safety in the workplace operating in that place of business and will comply with all reasonable operational requirements relating to security; and
- 2.2.4 use all reasonable endeavours to ensure its permitted sub-contractors and suppliers comply with the RM Code of Practice.

3 CLIENT'S OBLIGATIONS

3.1 The Client will give the Agency clear briefings and ensure that all the facts given about the Projects are accurate and true. The Client will help the Agency do this by making available to the Agency all relevant information and co-operating with the Agency.

3.2 The Agency will not be liable for any failure or delay to the provision of the Services caused by the Client or its suppliers.

4 APPROVALS AND AUTHORITY

4.1 The Client will notify the Agency in writing of any change to the Authorised Persons during the Term.

4.2 The Agency shall not be responsible for any delay in the performance of the Services resulting from the unavailability of an Authorised Person to provide approval, or from any delay in giving or withholding approval in accordance with the timescales notified to the Client by the Agency.

4.3 The Agency will advise the Client promptly of any changes in the estimated cost of items of Deliverable or any changes in plans, schedules or work in progress previously approved in writing by the Client, before any costs are incurred.

5 CYBER INVESTIGATION SERVICES

5.1 Where the Agency is engaged by the Client to provide "Cyber Investigation Services" as specified in the Deal Terms, the additional terms set out clause 20 shall apply to the provision of those Services.

6 CANCELLATION

6.1 The Client may request the Agency to cancel any and all plans, schedules or work in progress in accordance with the notice provisions set out in clause 14. The Agency will take all reasonable steps to comply with any such request provided that the Agency is able to do so within its contractual obligations to third parties.

6.2 In the event of any such cancellation the Client will reimburse the Agency for any charges or expenses incurred by the Agency, or to which the Agency has committed after having received Written Approval of such charges or expenses. The Client shall also pay the Agency's remuneration covering the cancelled Services in accordance with the notice provision set out in clause 14 as well as any charges imposed on the Agency by the Digital Sub-Contracts or any other third parties arising from the cancellation.

7 PAYMENT TERMS

7.1 The Client shall pay the Agency the Fees in respect of the Project either monthly in arrears or otherwise as detailed in the Specification, subject to receiving an invoice from the Agency. The Client shall also reimburse the Agency for all expenses incurred in relation to the Project as expressly set out in the Specification, provided the same are

accompanied by reasonable documentation evidence and copy invoices.

7.2 The Client will pay the Agency's invoices for the Fee within 30 calendar days or otherwise as detailed in the Specification.

7.3 If the Client requests that the Services will be provided outside of the Territory, or that the Agency provides services that are outside of the scope of the Services set out in the Specification (by way of example only, where there is a material amendment to the Specification), the Agency may charge further fees for any such additional work. Any such additional fee shall be subject to the Client's prior Written Approval.

7.4 All fees are exclusive of VAT, unless expressly stated otherwise, at the rate prevailing from time to time.

7.5 The Agency may suspend Services where the Client is overdue in paying the Fees or other costs set out in this Agreement, and shall not be liable for any delay caused to the Services as a result of such suspension.

Third party suppliers

7.6 The Agency will invoice the Client in respect of third party costs which have been given Written Approval which are incurred by the Agency in performing the Services, and the Client will pay such invoices within 30 days or otherwise as detailed in the Specification. Notwithstanding the foregoing, where suppliers require payment in advance or at various stages of production, the Client shall pay the Agency's invoices in respect of such costs immediately upon presentation. Unless otherwise agreed on a case by case basis in writing by the parties' duly authorised representatives, the Agency may charge a project management fee of 17.5% on third party costs which shall be reimbursable by the Client in addition to the actual cost for such third party products and/or services.

7.7 Unless expressly stated otherwise in the Specification, the Client shall reimburse to the Agency all travelling, accommodation and subsistence expenses reasonably incurred by Client personnel and personnel of the Agency's suppliers which are incurred in providing the Services.

7.8 Each party shall pay all monies which are payable by it to the other without any right of set-off, abatement or except where required by law.

7.9 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

8 THIRD PARTY SUPPLIER TERMS

8.1 Unless otherwise stated in this Agreement and subject to Clauses 5 and 20 (if applicable), the Agency's contracts with suppliers in respect of the Services shall be made in accordance with standard or individual conditions and contracts. The rights and liabilities as between the Client and the Agency shall correspond to those between the Agency and the various suppliers under such conditions, including, in particular any rights of amendment, omission and cancellation. On the Client's written request, the Agency shall supply the Client with the relevant terms and conditions upon request.

9 INTELLECTUAL PROPERTY

9.1 Subject to payment of all sums due in cleared funds under this Agreement, the Agency shall assign to the Client, such of the Rights in Project Material relating to the Project as may be owned by the Agency and capable of assignment together with the right to sue for damages for past infringement.

9.2 Notwithstanding anything in this Agreement to the contrary, the Agency retains all rights in all pre-existing material, methodologies, tools and know-how used and/or underlying materials created as part of the provision of the Services under this Agreement.

9.3 The Client hereby grants the Agency an irrevocable, world-wide, royalty free licence to use Project Material for the purpose of promoting its own business, including but not limited to credentials pitches, entry into industry award schemes, public relations, and use on website and corporate communications.

10 INSURANCE

10.1 Without prejudice to its obligations under this Agreement, the Agency shall effect and maintain with reputable insurers such policy or policies

of insurance as may be necessary to cover the Agency's obligations and liabilities under this Agreement.

implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

11 CONFIDENTIAL INFORMATION

- 11.1 The parties acknowledge a duty both during and after the Term not to disclose without the other's prior written permission any Confidential Information.
- 11.2 The restrictions in this Clause shall not prevent:
- 11.2.1 the disclosure or use of Confidential Information in the proper performance of either party's duties under this Agreement;
- 11.2.2 the disclosure of Confidential Information if required by law;
- 11.2.3 the disclosure of Confidential Information which has come into the public domain otherwise than through unauthorised disclosure.
- 11.3 Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times, and to keep the other party's Confidential Information secure and protected against theft, damage, loss or unauthorised access. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written permission of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations under this Agreement.

12 WARRANTIES AND INDEMNITIES

- 12.1 The Client represents, warrants and undertakes to the Agency that:
- 12.1.1 all information supplied to the Agency by or on behalf of the Client in connection with this Agreement before and during the Term will be accurate and not in any way unlawful;
- 12.1.2 the Client Materials do not infringe the Rights of any third party; and
- 12.1.3 it shall abide by (and shall procure that all affiliates, group companies and suppliers abide by) any restrictions or licence terms contained in any licences notified to the Client in respect of any Project Materials provided as part of the Services.
- 12.2 Save where the Agency has notified the Client otherwise in writing, the Agency represents, warrants and undertakes to the Client that, so far as it is aware:
- 12.2.1 it has full authority and title to enter into this Agreement; and
- 12.2.2 it shall act in good faith in its dealing with the Client and shall not act in any way that it knows or has reason to believe is damaging or prejudicial to the goodwill or reputation of the Client.
- 12.3 Each party hereby indemnifies and shall keep fully and effectively indemnified the other and their respective directors and employees against all costs (including legal costs), claims, proceedings, liabilities, demands or expenses which the same may incur arising from or out of any breach or alleged breach by the other (or its affiliates, group companies or nominated suppliers) of the warranties, representations and undertakings under this Agreement.
- 12.4 Accordingly, the Client indemnifies and shall keep fully and effectively indemnified the Agency and its respective directors and employees against all costs (including legal costs), claims, proceedings, liabilities, demands or expenses which the same may incur arising from or out of the Client's engagement of a Digital Supplier under this Agreement.

13 LIMITATION OF LIABILITY

- 13.1 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, a deliberate personal repudiatory breach of this Agreement or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 13.2 Subject to Clauses 13.1 and 13.3, the Agency's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total fees received by the Agency in cleared funds from the Client relating to the Project.
- 13.3 Neither party's liability:
- 13.3.1 under Part I of the Consumer Protection Act 1987; for breach of any condition as to title or quiet enjoyment

13.3.2 for fraudulent misrepresentation; or

13.3.3 to pay sums properly due and owing to the other in the course of normal performance of this Agreement;

is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

- 13.4 Subject to Clauses 13.1 and 13.3, the Agency does not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits; loss of sales; loss of turnover; loss of or damage to business; loss of or damage to reputation; loss of contracts; loss of customers; loss of, or loss of use of, any: (a) software; or (b) data; loss of use of any computer or other equipment or plant; wasted management or other staff time; losses or liabilities under or in relation to any other contract; indirect, special or consequential loss or damage; and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

14 TERM AND TERMINATION

- 14.1 This Agreement shall have effect on the date of this Agreement and, subject to the terms of this Clause, shall continue in full force unless or until terminated by either party in accordance with its terms.
- 14.2 Any cancellation request by the Client pursuant to clause 6 may be made subject to giving the Agency not less than 30 days' prior written notice of such cancellation.
- 14.3 Either party may terminate this Agreement immediately by notice without liability in writing to the other if the other party becomes insolvent, enters into liquidation (whether voluntary or compulsory), passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.
- 14.4 The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the Client shall pay all sums due in respect of work done and expenditure committed by the Agency until the end of the Term.
- 14.5 Upon termination of this Agreement for any reason, the Agency shall either immediately deliver up or destroy (at the Client's sole option) any Deliverables in its possession or control whatever state of the development at that time.
- 14.6 Upon termination of this Agreement by the Client, the Agency will be paid Fees on a proportional basis for Services performed up to and including the effective date of termination together with its reasonable, unavoidable third party costs incurred up to such date. The Agency shall use its reasonable endeavours to mitigate all expenses which have been incurred prior to, or which might otherwise be incurred after, the date of termination notice served by the Client under this Clause.
- 14.7 Those clauses which either by their nature or which are impliedly intended to survive the end of the Term shall continue beyond the expiry or termination of this Agreement.

15 DATA PROTECTION

- 15.1 Each party shall ensure that any mailing list or customer database supplied to the other party shall comply with the requirements of all legislation in force from time to time including, without limitation, the Data Protection Act 1998, and that each party shall comply with the relevant obligations of the Data Protection Act 1998.
- 15.2 The Agency shall only process any personal data supplied by or on behalf of Client to the Agency in accordance with the written instructions of Client.

16 FORCE MAJEURE

- 16.1 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by a Force Majeure Event.
- 16.2 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 16.3 Provided that the party claiming the Force Majeure Event has complied with clause 16.2, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and the party will have a reasonable extension of time for performance of

its obligations given all the circumstances. As regards the delay or stoppage arising from the Force Majeure Event:

- 16.3.1 any costs arising from such delay or stoppage shall be borne by the party incurring those costs;
 - 16.3.2 the party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event;
 - 16.3.3 if the Force Majeure Event continues for more than 30 consecutive days, the party which is not claiming the Force Majeure Event may terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.
- 16.4 Notwithstanding the provisions of Clauses 16.3.1 to 16.3.3, if the Client claims a Force Majeure Event, it may not suspend payment for Services already rendered by the Agency.

17 GENERAL

- 17.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 17.2 The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
- 17.3 Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.
- 17.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17.5 This Agreement and the Schedules constitute the sole and entire understanding of the parties in relation to the subject matter of this Agreement and supersede all previous agreements, representations and arrangements between the parties (either oral or written) with regard to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Each party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Agreement for any misrepresentation in relation to the subject matter of this Agreement whether or not contained in this Agreement or for breach of warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently. This Agreement may only be amended or supplemented in writing and signed by an authorised representative of both parties.
- 17.6 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18 NOTICES

- 18.1 Any notice, invoice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at the head of this Agreement (or such other address as is notified to the other party in writing). Any notice shall only be treated as having been served if:
 - 18.1.1 delivered by hand, on delivery; or
 - 18.1.2 sent by registered or first class post or recorded delivery 5 Working Days after posting.

19 GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement shall be governed by, and construed in accordance with, the laws of USA and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of USA in relation to any claim or matter arising under or in connection with this Agreement.

20 CYBER INVESTIGATION SERVICES

- 20.1 Limitations and Outcomes:
 - 20.1.1 The Client acknowledges, understands and agrees that the Agency is engaging the Digital Supplier(s) (if applicable) on behalf of the Client and, in this respect, the Client hereby appoints the Agency to act as its agent in this respect only. Accordingly, the Agency shall use all reasonable endeavours to ensure that any Digital Supplier complies with the RM Code of Practice. The Client hereby indemnifies and shall keep indemnified the Agency and its directors and affiliates for all claims, liabilities, costs, expenses, damages and losses (including legal fees and expenses suffered and/or incurred by the Agency) resulting from the work undertaken and/or deliverables supplied by the Digital Supplier(s), provided always that such Digital Supplier(s) have been instructed in accordance with the Specification.
 - 20.1.2 The Agency shall instruct the Digital Supplier(s) to comply with all relevant laws and use reasonable skill and care when carrying out their duties in relation to the Services. The Client undertakes not to attempt to contact the Digital Supplier(s) without the Agency's prior written consent. Any attempt to do so shall constitute an irremediable breach of this Agreement.
 - 20.1.3 Whilst the Agency shall use reasonable endeavours based on its experience and industry knowledge to enable the Client to achieve the Outcome as described in the Specification in relation to those Services provided under the Deal Terms. Notwithstanding the foregoing, the Agency cannot and does not provide any guarantee, warranty or promise that such Outcome(s) can be achieved. The Agency shall not be liable therefore for any failure to achieve such Outcome(s) relating to any "Cyber Investigation Services".
- 20.2 Warranties and Indemnities:
 - 20.2.1 Unless otherwise agreed in writing by the Agency, the Client shall be responsible, at its cost, for obtaining all legal or other advice relating to the performance and implications resulting from the engagement of the Digital Suppliers on behalf of the Client by the Agency in accordance with the terms of this Agreement.

SCHEDULE 2 - DEFINITIONS AND GLOSSARY

The capitalised terms below shall have the following meanings: -

Agreement	means the Deal Terms and its Schedules which are agreed and entered into on or after the Commencement Date;
Authorized Personnel	means the persons authorised to approve the Agency's work and/or expenditure as set out in the Deal Terms, or such persons as the Client may notify to the Agency in writing from time to time;
Brand	has the meaning given to it (if any) in the Specification;
Client Materials	means all artwork, copy, design, photographs, logos, characters, illustrations, software and all other materials and information supplied by or on behalf of the Client for use in connection with the Services;
Commencement Date	means the date on which the Services shall be deemed to have commenced, as specified in the Deal Terms;
Confidential Information	means any information from either party concerning its business, business plans, customers, associated companies, strategy, marketing plans, rate cards, price lists or any other information which is of a confidential nature;
Deliverable(s)	means any product or work resulting from the Services supplied to or for the Client in the course of the Project;
Digital Supplier	means those the contractors whom the Agency has engaged as agent to undertake digital, cyber investigations on behalf of the Client as part of the Services;
Fees	means the Agency fees for the Project as set out in the Specification, which shall exclude any third party costs, services, materials or disbursements incurred by the Agency in providing the Services unless otherwise set out in the Specification;
Force Majeure Event	means any act, event, non-happening, omission or accident beyond a party's reasonable control;
Outcome(s)	has the meaning given to it in the Specification;
Project	means the task(s) to be performed by the Agency in the delivery of the Services as more particularly defined in a Specification;
Project Material	means all artwork, copy, designs, photographs, logos, characters, illustrations and all other material created by the Agency for a particular Project which is approved by the Client and incorporated into a Deliverable during the Term, but excluding any existing material, commissioned material and/or Client Materials;
Rights	means any copyright, neighboring rights or any rights of a similar nature, extended or revived copyright, rights in designs, registered or unregistered, patents, know-how, performer's property rights, trade mark, database right or any similar intellectual property or other rights exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or similar registerable rights in any part of the world for the full duration of rights, and all renewals and extensions in respect of all the foregoing, including the right to enforce and claim damages arising from such rights;
RM Code of Practice	means the Reputation Management Code of Practice developed by the Agency which sets out the standards and principles with which suppliers and sub-contractors and Digital Supplier(s) are to comply with in relation to the provision of the Services, as amended and in force from time to time;
Services	means those services the Agency will perform for the Client under the terms and conditions of this Agreement as specified in the Deal Terms;
Specification	means the written specification for the Project, setting out: <ul style="list-style-type: none">• a reasonably detailed description of the Services the Client wishes to be supplied by the Agency;• the proposed date of commencement of the Project and target completion date; and• any special terms agreed between the parties in relation to the Project.
Term	means the period from the Commencement Date until the termination of this Agreement in accordance with clause 14;
Territory	means, if applicable, the [INSERT RELEVANT TERRITORY] and such additional territories as may be expressly agreed between the parties in Specification;
Working Day	means a day (other than a Saturday or a Sunday) on which the clearing banks in the City of Pune are open for business; and
Written Approval	means written approval (not to be unreasonably withheld or delayed) by the Authorized Persons by any letter or purchase order on the Client's notepaper, or email emanating from an Authorized Persons email address, or oral approval given by an Authorized Person provided such oral approval is confirmed in writing within 3 Working Days by way of a written or emailed report from the Agency to the Client.

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted and to any subordinate legislation made from time to time under that provision. The word "including" shall mean "including, without limitation," and shall not in any way limit the subject matter to the items listed following the word "including". In this Agreement, Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement. Where the context so admits or requires, words denoting the singular shall include the plural and vice versa, words denoting any gender include all genders and references to Clauses and Schedules are to clauses of and schedules to this Agreement. Unless expressly stated otherwise in the Specification, in the event of any inconsistency between the terms of this Agreement and the Specification, the terms of this Agreement shall prevail