

# Terms of Services

## **Terms & Conditions for services offered by premiodeoleo**

### **1. Services**

Subject to clause 5(b), premiodeoleo agrees to provide the Services to the Client as set out in the Quotation on a non-exclusive basis. The parties agree that the Services do not include any services or deliverables not specifically described or mentioned in the Quotation or not otherwise agreed to in writing by the parties.

### **2. Prices and Quotations**

a) Unless otherwise agreed to by premiodeoleo, any Quotation is open for acceptance for 30 days. Acceptance of the Quotation must be in writing and signed by the Client (at which time it is binding). Until the Quotation is accepted, premiodeoleo reserves the right to withdraw or vary any part of such Quotation.

b) Any estimated date for completion of the Services as specified in the Quotation is based on the best estimates of premiodeoleo at the time of Quotation and is not binding. The fees specified in the Quotation are also estimates and may be varied as per these terms and conditions.

c) The fees specified in the Quotation are quoted inclusive of any GST.

### **3. Fees**

a) The Client must pay the Fees for the provision of the Services.

b) Fees will be invoiced monthly to the Client in advance for the Services to be provided in the following month. Payment may be made by Direct Debit via a nominated bank account OR debit/credit card.

c) The Client must pay all invoiced fees and expenses to premiodeoleo within 7 days of receipt of the invoice relating to those fees.

d) premiodeoleo invoices are not paid within 7 days then until paid in full premiodeoleo shall be entitled to charge interest on the account at the Interest Rate accruing daily from that date being 7 days after the date of the invoice.

e) The Client authorises premiodeoleo to charge the Client's debt card or credit card (as applicable) to recover the invoiced fees.

f) Without limiting the above, where payment for invoiced fees is not received by premiodeoleo within 7 days from the date of invoice, premiodeoleo may in its absolute discretion, without limiting any other rights available at law; (i) suspend provision of the Services; (ii) institute legal action for recovery of outstanding balance and costs incurred, including legal costs;

g) The Client acknowledges that invoices for Fees cannot be allocated to specific ad groups or keywords, products or services, and the Fee will be

levied at an overall campaign level covering all Services provided to the Client.

#### **4. Commencement**

a) Subject to payment being made in accordance with these terms and conditions, premiodeoleo will use its best endeavours to ensure that the Services are commenced and, subject to unforeseen circumstances arising, completed within the time period set out in the Quotation.

b) If no time period is specified in the Quotation then premiodeoleo shall perform the Services in a commercially reasonable time period. Premiodeoleo shall advise the Client of any anticipated delay in the commencement or completion of the Services upon such delay becoming apparent to premiodeoleo

c) In the event the Services are not completed by the date provided for by this clause or the Quotation, the Client acknowledges that it shall not be entitled to any damages (liquidated or otherwise) in respect of such delay

#### **5. Provision of Services**

a) The Client acknowledges and agrees that the Services will be provided by premiodeoleo to the Client: (i) at premiodeoleo discretion within the agreed budget and any agreed timeframe specified within the Quotation; (ii) in a professionally competent and workmanlike manner; (iii) based on the Client Provided Materials and using premiodeoleo own analysis, professional judgment and interpretation of the Client Provided Materials; (iv) using any best practice methods that premiodeoleo considers appropriate; (v) in accordance with, and subject to, any other policies or standards relating to the provision of the Services; (vi) in accordance with, and subject to, the terms and conditions and standards of the relevant Social Platforms; and (vii) that premiodeoleo retains an absolute right of refusal in relation to all advertisers and campaigns.

b) The Client acknowledges and agrees that the following are preconditions to the provision of the Services: (i) the Client must have an existing website and/or web page; (ii) the Client must provide premiodeoleo with current contact details; (iii) the Client must provide premiodeoleo with all relevant business information to assist in carrying out the Services; (iv) the Client must meet the Facebook Product Guidelines in relation to the content and premiodeoleo may edit the Client's copy keywords or suspend any listing which are deemed by premiodeoleo (acting reasonably) to be in breach of the Facebook ad Product Guidelines;

c) To the extent that the Client's existing website is based on content owned by a third party, the Client warrants that all necessary approvals and consents have been obtained for the use of such content in the Client's website.

d) The Client may suspend the provision of the Services for a period up to 90 days by written notice and the Client agrees that the monthly management fee identified in the Quotation will continue to be payable during any period of suspension.

## **6. Reliance on Services**

The Client acknowledges and agrees that:

epremiodeoleo provides no guarantee as to any particular outcome of the Services, including in relation to any increased business, online leads or search engine positioning;

b) the Services will be provided based on the Client Provided Materials and to the extent (if any) that the final or actual product, outcome or circumstance is different than those as provided in the Client Provided Materials, then the outcome of the Services may differ from those final or actual product, outcome or circumstance;

c) all reliance on the Services and any information or advice provided in connection with the Services is at the Client's own risk; and the Client is responsible for its own business decisions and must make its own independent assessment of the risks, benefits and suitability of any act, action, undertaking, venture or transaction contemplated by or in connection with the Services and any information or advice provided in connection with the Services.

## **7. Exclusion of Liability**

To the maximum extent permitted by law epremiodeoleo excludes all liability for any claims, expenses, losses, damages and costs (including any incidental, special and /or consequential damages or loss of profits) made, suffered or incurred by the Client:

a) as a result of any delays in commencing or completing the Services for any reason;

b) any reliance by the Client on any outcomes arising from the provision of the Services;

c) as a result of any loss of business or negative publicity or decrease in lead generation or search engine positioning caused by the provision of the Services (except to the extent that such loss is caused solely and directly by the negligence of epremiodeoleo );

d) as a result of any information in the Client Provided Materials being incorrect, inaccurate, inadequate or incomplete;

epremiodeoleo being unable to read or access any of the Client Provided Materials;

f) as a result of a Force Majeure Event; or otherwise in connection with the

undertaking of the Services by premiodeoleo , notwithstanding any negligence by premiodeoleo , its directors, officers, employees, agents or subcontractors.

### **8. Limitation of Liability**

To the maximum extent permitted by law, if and to the extent that premiodeoleo liability to the Customer is not or cannot be excluded, premiodeoleo liability is limited (at the option of premiodeoleo) to:

- a) the re-supply of the Services; or
- b) the payment of the cost of having the Services provided again.

EXCEPT FOR BY THESE TERMS AND CONDITIONS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW premiodeoleo MAKES NO WARRANTIES OR GUARANTEES WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS PERFORMANCE OF THE SERVICES, OR THE USE OF THE SERVICES OR DELIVERABLES BY THE CLIENT.

### **9. Client Provided Materials**

a) The Client acknowledges and agrees that in providing the Services, premiodeoleo will be using, interpreting and relying on the Client Provided Materials (and the Client grants premiodeoleo a licence to use the Client Provided Materials for the purposes of providing the Services). The Client acknowledges that premiodeoleo will not be undertaking any independent verification of the accuracy or completeness of any of the Client Provided Materials. The Client further acknowledges and agrees that if any information in the Client Provided Materials is incorrect, inaccurate, inadequate or incomplete such information may have a corresponding effect on the accuracy of the Services.

b) The Client represents and warrants that the Client owns or validly licences all Intellectual Property in the Client Provided Materials, that the Client is able to provide premiodeoleo with the Client Provided Materials for use in connection with the Services and that the use of the Client Provided Materials by premiodeoleo in performing the Services will not infringe the rights of any third party and/or that all required consents and approvals have been obtained to permit the performance of the Services.

### **10. Additional Work and Specification Changes**

The Client agrees that any revisions or additions requested (in either scope or time or otherwise) by the Client to the Services must be agreed in writing by the parties.

### **11. Attendance at Client Premises or Property**

a) If requested by premiodeoleo and in order for premiodeoleo to provide the Services, the Client agrees to provide premiodeoleo, its directors, officers, employees, agents and subcontractors with access to the Client's premises or

property and any equipment and facilities located at the Client's premises or property in the manner and as reasonably required by premiodeoleo to undertake the Services. The Client must ensure that the Client's premises or property is safe and suitable for access, complies with all of the Client's occupational health and safety requirements and must premiodeoleo , its directors, officers, employees, agents or subcontractors with any applicable safety training before entering the Client's premises or property. The Client must advise premiodeoleo of all relevant circumstances regarding the Client's premises or property and the areas required to be accessed and agrees to inform and keep premiodeoleo informed of all relevant environmental concerns, hazards, on-site protection, occupational health and safety requirements and other safety matters in relation to the Client premises or property during the undertaking of the Services. The Client agrees that premiodeoleo is not obliged to commence or complete the Services until such time as premiodeoleo is satisfied that the Client's premises or property and the relevant areas required to be accessed are safe and suitable for access. The Client agrees that if and to the extent premiodeoleo determines the Client has failed to advise premiodeoleo of all relevant circumstances regarding the Client's premises or property or has otherwise failed to comply with this clause, the price set out in the Quotation may be revised premiodeoleo to take into account any additional costs or undertaking the Services as a result of such failure.

b) In exchange for the Client complying with clause 11(a) above, premiodeoleo t will comply with and will procure that its directors, officers, employees, agents and subcontractors comply with all of the Client's reasonable requirements or directions relevant to premiodeoleo its directors, officers, employees, agents or subcontractor's attendance at the Client's premises or property including without limitation compliance with the Client's health and safety policies and any other policies and procedures the Client indicates are relevant.

## **12. Subcontracting**

a) premiodeoleo may at any time, in premiodeoleo absolute discretion and without the Client's consent or approval, subcontract any part or all of the Services, on such terms and conditions as premiodeoleo t may determine.

b) To the extent that all or any part of the Services has been subcontracted to a subcontractor, premiodeoleowill not be liable to the Client for the acts, defaults, and negligence of any subcontractor, and for the avoidance of doubt, such acts, defaults and negligence are not deemed or taken to be premiodeoleo acts, defaults or negligence.

### **13. Employee Solicitation**

Client shall not solicit the employment of any of premiodeoleo employees until not less than six months have elapsed from the receipt of the final invoice for the Services without agreeing in writing with premiodeoleo **14.**

### **Independent Contractor**

The Client agrees that premiodeoleo is a contractor independent of the Client's control and that the engagement under these terms and conditions will not give rise to any fiduciary, agency, trust, employment or other relationship recognised at law or inequity as giving rise to forms of specific rights and obligations.

### **15. Intellectual Property**

a) The Client acknowledges that any Intellectual Property owned or licensed by premiodeoleo in relation to the provision of the Services (including any software, methodologies or systems, other than any Intellectual Property in the Client Provided Materials) remains vested in premiodeoleo or premiodeoleo licensors notwithstanding any provision to the contrary in this Agreement.

b) premiodeoleo agrees that all Intellectual Property in and to the Client Provided Materials remains with the Client but that the Client grants to premiodeoleo a royalty-free, non-exclusive licence to use such Intellectual Property for the purpose of carrying out the Services.

### **16. Term and Termination**

a) These terms and conditions commence on the date the Quotation is accepted. Either party may terminate the engagement under these terms and conditions with or without cause at any time with 30 days prior written notice without liability or continuing obligation, but the Client will remain liable for any costs payable up to termination.

b) premiodeoleo may terminate the engagement immediately in the event that the Client breaches this agreement.

### **17. Indemnity**

The Client shall indemnify and hold harmless premiodeoleo from and against all claims, damages, costs (including without limitation legal costs on a full indemnity basis), losses, liabilities and expenses caused by the Client's acts, omissions, negligence, breach of duty, breach of contract or breach of these terms and conditions.

### **18. Publicity and Marketing**

Both parties may with the consent of the other party make public announcements or release marketing material that refers or relates to the Services or any part of the Services. Both parties have the right to review any

such announcement or marketing material and must approve any reference to its name and role (such approval not to be unreasonably withheld).

#### **19. Insurance**

premiodeoleo will obtain such insurance and on such terms as it determines is reasonably necessary for the undertaking of the Services.

#### **20. Confidentiality**

a) Each of the Client and premiodeoleo agrees to ensure that the Confidential Information of the other (Discloser) is kept confidential. A party who receives the Discloser's Confidential Information (Receiver) must not directly or indirectly divulge or communicate or otherwise disclose the Confidential Information of the Discloser, in whole or part, to any third party unless that third party is also bound by confidentiality on terms that are substantially the same as, or at least as onerous as, the terms owed by the Receiver to the Discloser under these terms and conditions or use of any of the Confidential Information of the Discloser for any purpose other than exercising its rights or fulfilling its obligations under these terms and conditions, without the prior written consent of the Discloser.

b) The Client agrees that it will not disclose or provide or summarise or refer to the software or any processes used in performing the Services without, in each case, premiodeoleo prior written consent (such consent not to be unreasonably withheld).

#### **21. Governing Law**

These terms and conditions shall be governed by the laws of United Arab Emirates and the parties irrevocably submit to the exclusive jurisdiction of the courts of United Arab Emirates.

#### **22. Entire Agreement**

These terms and conditions sets out the entire agreement between the parties.

#### **23. Variation**

The Client agrees that premiodeoleo may vary these terms and conditions and any relevant policies and standards from time to time by providing the Client with written notice of the variation.

#### **24. Trustee**

If the Client enters into this Agreement in its capacity as trustee of any trust, then the Client is bound both personally and in its capacity as trustee.

#### **25. Assignment**

premiodeoleo is free to assign its rights under the Agreement at any time without providing notice and without consent.

#### **26. Inconsistency with Quotation**

To the extent that these terms and conditions are inconsistent with the terms of the Quotation, the terms of the Quotation will prevail.