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1. INTRODUCTION

1.1. DOCUMENT PURPOSE

The purpose of the document is to define terms and conditions in accordance with which the contract shall be executed. These terms and conditions shall be considered as controlling document unless additional terms or amendments are listed in the contract.

1.2. DEFINITIONS AND ABBREVIATIONS

Term	Definition
Shall/ Must	Indicates a mandatory course of action
Should	Indicates a recommended course of action
May	Indicates an optional course of action
Customer/ Client	Any Legal entity procuring services from CG Ventures
CG Ventures/ Company	CG Ventures Pte. Ltd. or any of its subsidiaries or Partners
Partner	An authorized partner of CG Ventures who provides solutions that include CG Ventures solutions, bound by a Partner agreement
Confidential Information	<ul style="list-style-type: none"> ● Invoices, ● Quotations, ● Purchase Orders, ● Proposals, ● Contract documents, ● Coding, ● Communication ● Documents marked confidential
SEO	Search Engine Optimization
Services	<ul style="list-style-type: none"> ● Search Engine Optimization (SEO), ● Analytics
Platform	RankChutney

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2. GENERAL

2.1. LAW

This agreement shall be governed and construed in all respects in accordance with the Law of Singapore and shall be subject to the exclusive jurisdiction of a Singapore Court of Law.

2.2. SEVERABILITY

If any term or provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of this agreement shall not be affected thereby.

2.3. ASSIGNMENT

The Client may not sub-license, assign, transfer or otherwise dispose of its rights under this Agreement or any part of it without the written consent of CG Ventures.

2.4. NOTICES

Any notice or other communication pursuant to this Agreement must be in writing and signed by or on behalf of the party giving it and may be served by pre-paid first class post to the address of the relevant party as set out in this Agreement or by email. All such notices or demands shall be deemed to have been received:

- a) in the case of pre-paid first class post two Business Days after posting; and
- b) in the case of email, when the receiver acknowledges receipt of such communication in the form of a reply email or the next business day

2.5. ENTIRE AGREEMENT

This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and shall supersede any previous agreement between the parties relating to the subject matter of this Agreement. No variation of this Agreement shall be valid unless in writing signed by both parties.

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3. PROJECT TERMS & CONDITIONS

- 3.1. During the project briefing, it is the Client’s responsibility to provide CG Ventures with clear guidelines and specific details of the scope of work. When such details are not provided, CG Ventures will proceed with its understanding of the requirements and scope of work accordingly. At a later stage, if a discrepancy arises, CG Venture will quote additional fees for the scope inclusions. Thus, it is essential that as the Client, you clarify every aspect of the service and ensure that you select the plan that is the right fit for your requirements.
- 3.2. Once the proposal has been finalized, any additions, changes or enhancements will result in a variation order and may incur additional cost and/or a revised delivery date. All additional work, over and above the estimates is charged separately. Under no circumstances will CG Ventures be liable for any delays caused by these changes.
- 3.3. Any complexity related to specific deliverables must be advised in advance and included in the proposal for costing purposes. CG Ventures operates in good faith and relies on its Clients to disclose the full picture of their expectations. Any discrepancy arising due to unclear requirements or expectations may result in a variation order and may incur additional cost and/or a revised delivery date.
- 3.4. All content, brief, detailed requirements and all related materials required to complete the scope of work shall be provided to CG Ventures within the first two weeks (i.e. 10 working days) of the award date unless specifically agreed upon otherwise in the contract. Any delays thereafter will result in a variation order and may delay the project and/or incur additional charges.
- 3.5. The Client shall recognize that at times there may be unforeseen circumstances that will delay the delivery of service, particularly when cooperation with and integration of third party services is required. 2Stallion will use reasonable endeavor to complete the project/ scope of work in accordance with the agreed schedule in the proposal. The Client agrees not to penalize CG Ventures for any reasonable delays.
- 3.6. If CG Ventures procures services from a third party on behalf of Client, the Client agrees to accept and abide by all third party terms and conditions in addition to this document.
- 3.7. CG Ventures will not be held responsible for the performance of third party products and/ or services. This includes Google Ads, Google Analytics, Google Tag Manager, Meta (Facebook/Instagram/WhatsApp) Ads, LinkedIn Ads, Mailchimp, ActiveCampaign, Keap etc. CG Ventures can however, liaise with the third party service providers on behalf of Clients to resolve any issues. The Client will be charged on an hourly basis for this service.

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3.8. CG Ventures owns copyrights of all code written for the Client, unless arrangements are made prior to start of the project. CG Ventures warrants a license to use any custom built software for the Client, for their use only. The Client may not re-use the code, transfer the code or sell the code under any circumstances.

3.9. CG Ventures shall have the right to make any changes to the Services which are necessary to comply with any applicable law.

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4. SEO SERVICES

- 4.1. As standard across Services and unless otherwise notified, the Client shall be exclusively responsible for implementing the optimization changes recommended by the Company. As notified by the Company, in certain cases for amendments to existing optimizations, the Client shall allow CG Ventures use of the site's FTP or content management system's username and password in order to gain access to add in keywords.
- 4.2. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, CG Ventures does not guarantee No.1 or first page (Top 10) positions for any particular keyword, phrase, or search term within the ads.
- 4.3. The Company requires that prior notice be given for any alterations relating to the Client's website(s) that may affect the services supplied by the Company. If the Client or a third party makes alterations to the Client's site(s), search engine placements may be affected and the Company cannot be held responsible.
- 4.4. The Company advises that regular, fresh content added to the site will help to improve the stability of rankings within search engines. The Client understands that regular, unique content plays an important part in the success of a website and failure to add unique content will lessen the impact of SEO services.
- 4.5. In respect of all White Label Work, the Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the contract between the Client and their Client for the White Label Work.
- 4.6. Customer understands, acknowledges and agrees that:
 - a) CG Ventures has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Customer's website(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. CG Ventures will resubmit those pages that have been dropped from the index and additional charges may apply.
 - b) Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission, to list Customer's website(s). Occasionally, search engines and directories will stop accepting submissions for an indefinite period of time. Occasionally, search engines and directories will drop listings for no apparent or predictable reason. Often, listings will "reappear" without any additional submissions. Should the listing not reappear, CG Ventures will re-submit

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the web site(s) based on the current policies of the search engine or directory in question and additional charges may apply.

- c) Some search engines and directories offer expedited listing services for a fee. CG Ventures encourages the Client to take advantage of these expedited services. The Client is responsible for all expedited service fees.

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5. DIGITAL MARKETING SERVICES

5.1. For the purposes of providing these services, Customer agrees:

- a) To provide CG Ventures with access to its website(s), social media account(s) or email account(s) for uploading new pages, and making changes for the purpose of providing the service.
- b) To provide CG Ventures with full access to existing website traffic statistics for analysis and tracking purposes such as Google Tag Manager, Google Analytics, Search Console, Omniture etc.
- c) To grant permission to use Client's official email address for the purposes of setting up campaigns (i.e webmaster@client-company.com).
- d) To authorize CG Ventures use of all Customer's logos, trademarks, Website images, etc., for use in creating informational content and any other uses as deemed necessary by CG Ventures for the performance of service.
- e) That if Customer's web site(s) is light in textual content, Customer will provide additional relevant text content in electronic format for the purpose of creating additional web pages. Customer agrees to provide content, for example 200 to 500 word "articles" about each of their topics or keyword phrases.

5.2. The Client shall be obliged to inform CG Ventures immediately of changes in domain names, websites, technical setup and any other material information regarding the technical infrastructure, which may affect the Services delivered by CG Ventures.

5.3. In the event that the Client fails to undertake those acts or provide those materials required by the agreed deadline (and within 10 Business Days of the date requested by CG Ventures) CG Ventures shall be entitled to invoice for the Services that it has supplied and the remaining Services specified in the Order whether or not CG Ventures has been able to deliver them.

5.4. When CG Ventures takes charge of Client's digital assets (social media accounts, email etc) in order to provide agreed upon Services, CG Ventures does not infer ownership or responsibility of those digital assets and cannot be held liable for any damages to loss of profit, reputation or otherwise.

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6. CLIENT OBLIGATION

- 6.1. The Client shall provide information on its marketing strategy, marketing goals, metrics and analytics, creative guidelines, audience insights, themes and topics and any other relevant information on which the performance of the service is dependent upon.
- 6.2. The Client shall be aware of the tasks, workflows and processes that are critical to the success of the service.
- 6.3. The Client shall have the right people in place, and maintain a single point of contact with CG Ventures, to deliver the tasks the Client has agreed to perform.
- 6.4. The Client shall set clear goals, tasks, responsibilities and deadlines for each Client personnel contributing to content creation and delivery aspects of service.
- 6.5. The Client shall commit to a schedule by which each Client personnel's tasks are fulfilled (editorial calendar/project management platform)
- 6.6. The Client shall meet deadlines to enable CG Ventures to deliver the activities and tasks as set out in the subscription plan – e.g. provide timely feedback, copy edits, minor changes and adjustments to content in accordance with the Project Timetable.
- 6.7. The Client shall respond to any 'Client Review' request within 5 working days and shall provide all comments on CG Ventures's provided Comment Sheets. CG Ventures will then respond to each comment one by one.
- 6.8. The Client agrees that each Client Review cycle shall be limited to two alterations. CG Ventures does not include cost for and as such does not allow further alterations. (For example: Alteration by Client Party A, Content update, Alteration by Client Party B, Content updated and so on is NOT encouraged and will lead to variation order and incur additional costs. It is recommended that all Client parties involved review the document or design simultaneously and provide all of their comments/ alterations together.)

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7. OWNERSHIP OF CONTENT

- 7.1. The Customer is legally responsible for all the design and content on their online and offline assets, for example website(s), social media channels, magazines etc.
- 7.2. The data that a Customer is entitled to take upon termination of the contract with CG Ventures includes the following:
- a) All custom graphical designs and the entitlement to reproduce these designs
 - b) All text, logos and imagery produced by CG Ventures

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8. THIRD PARTY SOFTWARE/SERVICES

- 8.1. Where the service includes any third party software and/or services as part of the Proposal, CG Ventures will provide First Line Support only. Where the third party software causes the fault and CG Ventures is unable to correct the fault, CG Ventures will use its reasonable endeavor to ensure that the problem is reported to the relevant third party for resolution but is not responsible for delays due to this.
- 8.2. CG Ventures cannot be held responsible for subsequent changes or updates of these third party services/software that may result in issues on the Customers' website. This may require a one-off charge to resolve.

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9. POST PROJECT ALTERATIONS

- 9.1. CG Ventures cannot accept responsibility for any alterations made by the Customer or a third party to the Customer’s assets resulting in any adverse effect. Such alterations include, but are not limited to additions, modifications or deletions.
- 9.2. CG Ventures may require a one-off charge before resolving any issues that may arise.

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10. PAYMENT TERMS

- 10.1. All prices are quoted in US dollars and are exclusive of GST unless specified.
- 10.2. Whilst every effort is made to ensure that subscription plans are accurate, the Company reserves the right to amend any plan, should an error or omission have been made.
- 10.3. All cancellations will be processed as following:
- a) For plans canceled within the 14-day trial period, the amount will be refunded in full.
 - b) If the plan is canceled after the trial period, there will be no refund. The Client can use the platform until the end of the current billing cycle.
 - c) All cancellations must be received through the platform. Telephone requests on cancellations will not be accepted.
- 10.4. The Client acknowledges that certain Services may involve the licensing of third party Intellectual Property Rights and that the Client may be required to enter into a license directly with such third party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including, if relevant, (but without limitation) pictures and licenses from third party owners and licensors.
- 10.5. If CG Ventures is required to procure services from a third party on behalf of Client, the price of those services is not included in the proposal unless otherwise explicitly stated.
- 10.6. For work billed monthly, unless otherwise agreed previously, the monthly payment shall be payable to CG Ventures by the first working day of the month, in advance of the work to be carried out.
- 10.7. Late fees and charges: All outstanding invoices will incur a late payment fee of 10% (not compounded) of the pending amount and an administration fee of \$150 per month (exclusive of GST).
- a) Due date: Is the date on which the payment is due as per the terms of the invoice/proposal
 - b) Outstanding Invoice: An invoice is deemed to be outstanding if the payment is still due after 5 working days of the expiry of the due date.
 - c) Debt Collection: After a reasonable period of time, CG Ventures may refer the outstanding amount to a debt collector. CG Ventures will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the outstanding amount (debt collectors, administration charges, legal fees) will be referred to the Client.

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10.8. All official communications/correspondences is generally done via the platform. It is Client’s responsibility to keep CG Ventures updated with their relevant email addresses.

10.9. Any payment relating to any 3rd party products or service purchased on behalf of the Client will have to be paid in full in advance of the purchase and is non-refundable.

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11. DISPUTES AND LIABILITIES

- 11.1. In an event of a dispute, CG Ventures reserves the right to charge the Client for the resources spent in managing the dispute.
- 11.2. Under no circumstances will CG Ventures be liable for any damages arising from misrepresentation or misinformation.
- 11.3. In the event of a dispute, payment which is not in dispute shall not be withheld and will be due in accordance with agreed payment terms.
- 11.4. CG Ventures reserves the right to refuse service to any Client, if these are not aligned with its business operating principles and policies.
- 11.5. CG Ventures provides its services as is, without any guarantees on security or other issues leading to loss of data, sale or reputation. CG Ventures ensures to the best of its ability that its systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however CG Ventures shall not be held liable if such situation arises.
- 11.6. Relationship of CG Ventures with its suppliers, partners and sub-contractors is of an independent nature. None of the parties have any power, right or authority to interfere or bind the other or assume or create any obligation or responsibility, whether expressed or implied, on behalf of the other or in the other's name.
- 11.7. CG Ventures cannot be held liable for death or personal injury caused by negligence or for fraudulent misrepresentation.
- 11.8. CG Ventures shall not be liable to the Client for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Client which arise out of or in connection with the supply of the Service or their use by the Client.
- 11.9. The Client assumes all risks as to the suitability, quality, and performance of the Service.
- 11.10. CG Ventures's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract shall be limited to, and in no event shall exceed, 5% of the amount originally paid to CG Ventures for the Service.
- 11.11. CG Ventures shall not be liable for any loss, damage or delay which arises as a result of the termination of the contract with the Client, or for its compliance with relevant statutory or regulatory requirements.

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- 11.12. It is the responsibility of the Client to ensure that the deliverables comply with all licenses, laws, regulations and codes in all countries where the deliverables are used. The Client agrees to indemnify CG Ventures against any costs arising from the use or misuse of the deliverables.
- 11.13. No verbal or written information or advice given by CG Ventures or its dealers, distributors, employees or agents shall in any way extend, modify or add to these conditions.
- 11.14. CG Ventures will not be liable for any breach of the agreement which is caused by a matter beyond its reasonable control including but not limited to Act of God, fire, lightning, explosion, war, disorder, flood, earthquake, industrial disputes (whether or not involving their employees), extremely severe weather, malicious damage, default of suppliers or acts of local or central government or other competent authorities. In any such event CG Ventures shall be entitled to delay or cancel delivery of the Service.

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12. CONFIDENTIALITY

12.1. During the period of this Agreement and for a period of 1 year after the contract has ended both parties undertake:

- a) to keep Confidential Information confidential;
- b) not to use the Confidential Information for any purpose except the performance of its obligations under this Agreement; and
- c) not to use the Confidential Information so as to procure any commercial advantage over the other party.

12.2. The obligations contained in clause 13.1 above shall not apply to any Confidential Information which:

- a) is already in the possession of the disclosing party other than as a result of a breach of this Agreement;
- b) is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement; or
- c) is required to be disclosed by any applicable law or regulation or by any governmental or administrative authority or by an order of any court of competent jurisdiction.

12.3. Each party agrees to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 13.1 by its employees, agents and sub-contractors.

12.4. Client agrees not to attack/criticize CG Ventures and any of its employees, associates or partners publicly online or offline (on public forums, blogs, interviews, reviews, social networks etc.) at any time during or subsequent to contract period.

12.5. All clauses in Section 13 shall survive the termination of this Agreement for whatever reason.

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13. INTELLECTUAL PROPERTY RIGHTS

13.1. Customer makes the following representations and warranties for the benefit of CG Ventures:

- a) Customer unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CG Ventures are owned by Customer, or that Customer has permission from the rightful owner(s) to use each of these elements, and will hold harmless, protect, and defend CG Ventures and its subcontractor(s) from any claim or suit arising from the use of such elements furnished by Customer
- b) From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend CG Ventures and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.

13.2. Once full payment has been made and the deliverables have been completed, the ownership of the rights to the deliverables will pass from CG Ventures to the Client.

13.3. Third party materials, such as imagery, used in the deliverables may be subject to usage liabilities such as royalties and license fees. CG Ventures shall procure such license as necessary for the use of third party materials within the scope of the Proposal. The Client should obtain written consent from CG Ventures for use of any part of the deliverables outside of the scope of the Proposal.

13.4. Unless otherwise stated in the Proposal, CG Ventures reserves the continuing right to use any deliverables it produces for the promotion of its services.

13.5. Where the Proposal includes Software created by CG Ventures, CG Ventures retains ownership of all copies of the Software and the Intellectual Property Rights (IPR) therein. The Client has no rights to the Software or the IPR contained therein.