



KAiDA™

KAiDA Service Legal Agreement

BETWEEN: **MiFraNeil Digital Ltd** means the MiFraNeil Digital Ltd, a public company, duly incorporated in accordance with the company laws of the United Kingdom, with registration number 13489120 (“**Service Provider**”)

AND: (“**Client**”)

RECITAL

- A. The Service Provider offers search engine optimisation services.
- B. The Client wishes to enter into a relationship with the Service Provider in respect of search engine optimisation services.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, unless the context otherwise requires:

1.1.1. **Black Hat Technique** means a set of practices that is against the guidelines of any search engine which is used to increase the ranking of a website in the results produced by the used engine.

1.1.2. **Confidential Information** means all information of whatever description, whether in permanently recorded form or not, which is by nature confidential or which a Party claims is confidential to itself excluding:

1.1.2.1. information which is already in, or which after the Commencement Date becomes part of, the public domain otherwise than as a result of an unauthorised disclosure by the recipient Party on a non-confidential basis;

1.1.2.2. information which is or becomes available to the recipient Party or its representatives from a third party lawfully in possession of it who has the lawful power to disclose that information to the recipient Party on a non-confidential basis;

1.1.2.3. information which is rightfully known by the recipient Party (as shown by its written record) prior to the date of disclosure to it under this agreement; and

- 1.1.2.4. information which is independently developed by Personnel of the recipient Party who have no knowledge of the disclosure under this agreement.
- 1.1.3. **Fees** means the amount reflected in an invoice received from the Service Provider payable by the Client to the Service Provider in return for the Services.
- 1.1.4. **KAIDA** means artificial intelligence software used by the Service Provider in the provision of the Services.
- 1.1.5. **Orientation Keywords** means selected keywords loaded onto the Client's website.
- 1.1.6. **Parties** means the Service Provider and the Client.
- 1.1.7. **Party** means the Service Provider or the Client, depending on the circumstances.
- 1.1.8. **Personnel** means a Party's officers, employees, contractor, agents, students and representatives or any of them.
- 1.1.9. **Rank Up Keywords** means keywords generated by KAIDA's AI, automatically communicated to Google for ranking and not loaded onto the website.
- 1.1.10. **SEO** means search engine optimisation.
- 1.1.11. **Services** means the SEO services provided by the Service Provider through the use of KAIDA.
- 1.2. In this agreement, unless the contrary intention appears:
- 1.2.1. the singular indicates the plural and vice versa;
- 1.2.2. a reference to gender includes any other gender;
- 1.2.3. a reference to a person includes a reference to a firm, corporation or other corporate body;
- 1.2.4. a reference to a statute, regulation or provision of a statute includes a reference to that statute, regulation or provision as amended or re-enacted;
- 1.2.5. a reference to writing includes a reference to printing, typing and other methods of reproducing words in a visible form;
- 1.2.6. if a word or expression is given meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- 1.2.7. a reference to a clause is a reference to a clause in this agreement;

1.2.8. a reference to a business day means a day that is not a Saturday, Sunday nor a public holiday in the United Kingdom; and

1.2.9. headings are for ease of reference and do not affect the construction of this agreement.

2. TERMS

2.1 This agreement will commence on the date on which the Client submits an order for any of the Services to the Service Provider.

3. DESCRIPTION OF SERVICES

3.1. The Service Provider will provide the Services to the Client as outlined on the Service Provider website including, but not limited to, the following:

3.1.1. Keyword optimisation;

3.1.2. Backlinking through article creation;

3.1.3. Website optimisation (*includes below but not limited to*)

- Meta Data
- Snippets
- Website speed
- Mobile speed
- Image ALT text;

3.1.4. Content recommendations;

3.1.5. Analytics and reporting;

3.1.6. Dedicated customer success manager.

4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1. The Service Provider will provide the Services to the Client in accordance with the Service Provider's standard policies and procedures which are available at all times on the Service Provider's website. It is the responsibility of the Client to access this website so as to be aware of the Service Provider's standard policies and procedures.

4.2. The Service Provider may from time to time at the Service Provider's sole discretion, on seventy-two (72) hours' notice to the Client, change its rules, policies, and operating procedures.

4.3. The Service Provider will provide a complete analytical technical report of the Client's website to the Client with a list of changes required for KAIDA to work effectively.

4.4. The Service Provider makes no guarantee that the Services will result in the following:

4.4.1. an increase of traffic to the Client's website; and

4.4.2. an increase in the sales of the Client's services and/or products.

5. OBLIGATIONS OF THE CLIENT

- 5.1. In order to use the Services, the Client is required to provide certain information about the Client's business and website as part of the registration process, or as part of use of the Services and KAIDA. The Client agrees that the Client is solely responsible to provide information that is accurate, correct and up to date.
- 5.2. The Client undertakes to implement all the changes listed in the Service Provider's technical report.
- 5.3. The Client undertakes to inform the Service Provider by email prior to any changes being made to the Client's website. The Client hereby agrees that the Service Provider will not be responsible for failure to rank the Client's website should the Client make any changes to the Client's website that will negatively impact the Client's website and fails to inform the Service Provider of such changes.
- 5.4. The Client undertakes to adhere to Google's 'Webmaster Guidelines' available at (<https://developers.google.com/search/docs/advanced/guidelines/webmaster-guidelines?hl>).
- 5.5. The Client undertakes not to use Black Hat Techniques on the Client's website. In the event that the Client uses Black Hat Techniques on the Client's website, the Service Provider reserves the right to terminate this agreement with immediate effect and the performance guarantee as set out in clause 6 will be null and void.
- 5.6. The Client undertakes to inform the Service Provider of any and all penalties the Client may have incurred with Google prior to the commencement of the Services. If such penalty or penalties were incurred after the Services commence of the Client undertakes to inform the Service Provider within seventy-two (72) hours. If the Client fails to disclose such penalty or penalties, the performance guarantee as set out in clause 6 will be null and void.
- 5.7. The Client acknowledges and agrees that it is the Client's responsibility to review and familiarise itself with the Service Provider's rules, policies and operating procedures concerning privacy, pricing, customer service agreement periodically.
- 5.8. The Client acknowledges and agrees that the Services will only commence after the Client has:
 - 5.8.1. implemented the changes listed in the Service Provider's technical report;
 - 5.8.2. adhered to clause 5.4; and
 - 5.8.3. paid the Fees in the first invoice in full.

6. PERFORMANCE GUARANTEE

- 6.1. The performance guarantee timeline will start only once the Services commence.
- 6.2. The Service Provider guarantees that the Service Provider will rank 20 relevant keywords (made up of Orientation Keywords and/or Rank Up Keywords) on page one (1) of Google within the first four (4) months of the performance guarantee timeline.
- 6.3. In the event that the Service Provider is unable to achieve the results as set out in clause 6.2, the Service Provider will offer two (2) additional months of Services free of charge to the Client during which period the Service Provider will attempt to achieve the results as set out in clause 6.2.
- 6.4. In the event that the Service Provider is unable to meet the provisions set out in clause 6.2, the Service Provider will refund the Client the Fees paid by the Client the (excluding the set-up fee).

7. FEES AND PAYMENT

- 7.1. The Client agrees to pay the Fees within fourteen (14) days of receipt of an invoice received from the Service Provider, before the Service will be provided.

8. SUSPENSION AND TERMINATION

- 8.1. The Parties may agree to terminate or suspend this agreement at any time, after first four (4) months of services.
- 8.2. If the Client does not pay all or any part of the Fees by the due date, the Service Provider may forthwith suspend the provision of the Services or terminate this agreement without prejudice to the right of the Service Provider to recover from the Client any monies then due.
- 8.3. Should the Client wish to terminate the agreement, written notice of at least thirty (30) days must be given to the Service Provider.

9. WARRANTY AND LIABILITY

- 9.1. Each Party warrants, as at the commencement date, that it has the power and authority to enter into and perform its obligations under this agreement.
- 9.2. The Service Provider shall not be liable to the Client or any entity or person claiming through or under the Client for any loss of profit or income or other indirect, consequential, incidental, or special damages, whether in an action for contract or tort, in connection with this agreement, even if the Service Provider has been advised of the possibility of such damages.
- 9.3. Under no circumstances shall the Service Provider's liability to the Client hereunder exceed the average amount paid to the Service Provider by the Client during a three (3) month period for the Services. This limit is cumulative and the existence of more than one claim will not enlarge the limit.

The Client acknowledges that these limitations of liability are an essential element of this agreement and that in its absence the terms and conditions of this agreement would be substantially different.

10. CONFIDENTIAL INFORMATION

10.1. Each Party ("the Receiving Party") agrees:

10.1.1. to treat Confidential Information of the other Party ("the Discloser") as confidential and afford it the same level of protection as the Receiving Party would for its own Confidential Information and ensure that its Personnel do likewise;

10.1.2. to limit access to such Confidential Information:

10.1.2.1. to those of its Personnel who reasonably require access to the Confidential Information in connection with this agreement and who are obliged to treat the Confidential Information and confidential; and

10.1.2.2. to any third parties which the Discloser may approve in writing and in respect of which approval has not been withdrawn;

10.1.3. not, without prior written consent of the Discloser to disclose or permit any of such Confidential Information to be disclosed to any other person; and

10.1.4. only to use the Confidential Information of the Discloser in connection with this agreement.

10.2. The Receiving Party may disclose Confidential Information of the Discloser where:

10.2.1. such disclosure is required by law or by the rules of any stock exchange on which the Receiving Party, may be listed (except where such disclosure results from the actions of, or conduct by, the Receiving Party or their Personnel); and

10.2.2. the Receiving Party informs the Discloser of any such disclosure prior to it occurring; and

10.2.3. the Receiving Party, at its sole cost, attempts to restrict disclosure and distribution of the Confidential Information as far as permitted by law or the relevant rules of the stock exchange (as the case may be).

10.3. Upon termination of this agreement, each party shall promptly return to the other Party upon demand all correspondence, information or data which originated from or were supplied by the other Party, or which embody any confidential Information of the other Party. This also applies to any reproduction of correspondence, information or data. Each Party may retain one copy of such documents or materials solely for record retention purposes.

10.4. Unless the Parties agree in writing to the contrary, the Parties' obligations under this clause 10 shall survive expiration or earlier termination of this agreement and continue in relation to each part of the Confidential Information for a period of two (2) years from the Commencement Date or until such time as that part of the Confidential Information lawfully becomes part of the public domain, whichever is earlier.

11. INDEMNITY

- 11.1. The Client will indemnify and hold harmless the Service Provider from and against any and all losses, costs, damages, liabilities and expenses (including without limitation, reasonable solicitor's fees) arising out of or relating to any breach by the Client of any of the terms of this agreement.
- 11.2. The Client will indemnify and hold harmless the Service Provider from any delay or failure to perform the Services if such delay or failure is due to modifications made to Google's algorithm.

12. CHANGES TO THE AGREEMENT

- 12.1. This agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and can only be amended if both Parties consent thereto in writing.
- 12.2. This agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns; provided however, that the Client may not assign the benefit of this agreement, in whole or in part, without the Service Provider's prior written consent and any assignment by the Client without such consent will be null and void.

13. SEVERABILITY

- 13.1. If any provision contained in this agreement is found not to be enforceable, the remaining provisions shall continue to operate with any necessary changes. The unenforceability of any one provision shall not affect the enforceability of any other provision.

14. JURISDICTION AND DISPUTE RESOLUTION

- 14.1. This agreement is governed by the laws of the United Kingdom, and the Parties submit to the jurisdiction of the courts of the United Kingdom.
- 14.2. If any dispute arises between the Parties about the subject matter of, or related to, this agreement including, without limitation, termination of this agreement, the Parties agree to negotiate in good faith to resolve the dispute and to involve the management of the Service Provider and the Client directly in those negotiations.
- 14.3. If the dispute is not resolved within twenty (20 business days) (or within such further period as the Parties may agree in writing is appropriate) the Parties may seek, in good faith, to agree on:
 - 14.3.1. a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini trial;

- 14.3.2. the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - 14.3.3. the location, procedure, rules and timetable for conduct of the selected mode of proceedings;
 - 14.3.4. a procedure for selection and compensation of any neutral person who may be employed to assist in resolving the dispute by the Parties; and
 - 14.3.5. whether the Parties should seek the assistance of a dispute resolution organisation.
- 14.4. The Parties acknowledge that any exchange of information or documents or the making of the offer of settlement pursuant to this clause would be for the purpose of attempting to settle the dispute between the Parties. A Party shall not be entitled to use any information or documents obtained through dispute resolution process in subsequent arbitration or court proceedings relating to the dispute.
- 14.5. Either Party may resort to legal process to address or resolve the dispute if agreement is not reached by the Parties on an acceptable dispute resolution process.

15. NOTICES

- 15.1. Any notice given pursuant of this agreement shall be given in writing by email and addressed as follows:

The Service Provider

Attention:

Physical address:

Email address:

The Client

Attention:

Physical address:

Email address:

- 15.2. Any notice pursuant to this agreement, unless shown otherwise, shall be deemed to have been received:

15.2.1. in case of personal delivery, on the first business day after the delivery; or

15.2.2. if sent by email, on the first business day after sending.

16. WAIVER

- 16.1. The waiver by a Party of any breach or default of this agreement or on the part of the other Party will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving Party.

17. ACCEPTANCE

- 17.1. The Client acknowledges and agrees that by clicking the “I Agree to KAiDA-SEO’s terms of service” will act as the Client’s electronic signature and will constitute Client’s acceptance of the contract in full.
- 17.2. The Service Provider on notice to the Client, within ten (10) days of the of the Client’s compliance of the provisions of clause 17.1, reserves the right at its sole discretion without incurring any liability to the Client not to enter into this agreement with the Client