

General Terms and Conditions for Upsolut Project Services

1. Introduction

Tailjay Pte. Ltd. ("Tailjay"), through its Upsolut business unit, provides a comprehensive range of services, including audit, optimization, maintenance, support, development, and hosting for websites, mobile applications, and business tools (SaaS and PaaS). These terms and conditions ("T&C") govern the project services provided to clients ("Client") and are incorporated into all project agreements and proposals issued by Tailjay.

2. Scope of Services

A. Consulting Services

Strategic advice and guidance on best practices for digital strategies tailored to the client's needs.

B. Digital Marketing Services

Digital Marketing Services encompass long-term management of digital marketing initiatives. These include:

- **Campaign Management:** Management of digital marketing campaigns, including paid search, social media, and email marketing.
- **Website Analytics:** Tracking and analyzing website performance metrics to optimize marketing efforts.
- **Search Engine Optimization (SEO):** Ongoing strategies to improve search engine rankings and visibility.
- **Performance Reports:** Regular reports detailing campaign performance, analytics insights, and recommended adjustments.



C. Audit, Design, and Implementation Services

Upsolut offers Project Services designed for specific audit, optimization, application setup and development projects. These include:

- **Audit and Optimization Projects:** Comprehensive analysis and optimization of existing websites or applications to identify performance improvements, implement enhancements, address security vulnerabilities, and enhance user experience.
- **Development Projects:** Custom design and development of websites or applications, including new builds, feature additions, and redesigns.
- **Deliverables and Timelines:** Clear deliverables will be outlined in the project proposal, along with agreed timelines for completion. Any changes to scope or timelines must be documented and agreed upon by both parties.

D. Continuous Development and Outsourcing Services

Upsolut provides Continuous Development and Outsourcing services for long-term projects, offering dedicated resources or hours. This includes:

- **Dedicated Resources:** Assignment of dedicated personnel to work on client projects continuously.
- **Flexible Hours:** Allocation of hours for ongoing development work, allowing clients to utilize resources as needed.
- **Monthly Reporting:** Regular updates on project status, deliverables, and any adjustments to timelines.

4. Payment Terms

Clients will be invoiced according to the agreed-upon payment schedule outlined in the confirmed proposal or service agreement. Payment must be made within 30 days of receiving the invoice. Late payments may incur additional fees as specified in the agreement.



5. Termination and Transition Management

Either party may terminate the agreement with a 60-day written notice. However, for audit, optimization, application setup and development projects that are already in progress, termination may not be permitted until the project has been completed, unless otherwise agreed in writing by both parties.

In the event of contract termination, Upsolut will ensure a smooth transition of services. The following terms apply:

- **Minimum Engagement Period:** If a minimum engagement period is specified in the confirmed proposal or service agreement, it will be followed. During this period, services will be provided and invoiced to ensure effective strategy development and execution. Termination of services during this minimum engagement period will not be possible under standard termination terms and must adhere to the conditions outlined in the proposal or service agreement.
- **Project Completion:** For development projects, both parties agree to collaborate in good faith to complete the project as outlined in the proposal. Any changes to the project scope or termination must be documented and mutually agreed upon.
- **Termination Notice:** Either party may terminate this agreement with a 60-day written notice.
- **Billing Period:** If the client terminates the agreement during an ongoing billing period, the service will continue until the end of that billing period. The client will be invoiced for the full period.
 - If the client terminates the agreement **with fewer than 60 days remaining** in the current billing period, the service will continue for an additional period to fulfill the 60-day notice. The final invoice will cover the additional days beyond the current billing period on a prorated basis.
- **Transition Process:** Upsolut will provide all necessary documentation, access codes, and backup files to facilitate a smooth handover to a new provider. Any additional services related to the transition may incur fees.
- **Post-Termination Liability:** Tailjay is not liable for any issues arising after the termination of services unless otherwise agreed upon in writing.

6. Confidentiality Agreement

Both Upsolut / Tailjay and the Client agree to keep all proprietary and confidential information private. This includes trade secrets, intellectual property, and sensitive client data. Neither party will disclose such information to third parties without prior consent, except as required by law.



7. Intellectual Property

Ownership of intellectual property developed during the maintenance and support period is governed as follows:

- **Client Materials:** The Client retains ownership of all materials and content provided to Tailjay.
- **Upsolut's Developments:** Upsolut / Tailjay retains ownership of any custom code or software developed for the Client, but grants the Client a license to use it exclusively for the purposes specified in the agreement.

8. Liability

Upsolut / Tailjay will not be liable for any indirect, incidental, or consequential damages arising from the services provided. Liability will be limited to the amount paid by the client for the specific service that caused the damage.

9. Force Majeure

Upsolut / Tailjay is not responsible for any delay or failure in performance caused by circumstances beyond its control, including but not limited to natural disasters, acts of terrorism, cyberattacks, or government actions.

10. Dispute Resolution

In the event of a dispute, both parties agree to attempt mediation or arbitration before pursuing legal action. The governing law for this agreement is Singaporean law.

11. Amendments

Upsolut / Tailjay reserves the right to amend these terms and conditions at any time. Clients will be notified of any changes, and continued use of services will constitute acceptance of the updated terms.