

TERMS AND CONDITIONS

Raynor® Dealer Website Program - Service Agreement

LOGIK DIGITAL PTE. LTD.

2 Venture Drive #19-21, Vision Exchange

Singapore 608526

("The Company")

AND

CLIENT BUSINESS NAME: [Business Name to be imported from checkout field]

CLIENT BUSINESS ADDRESS: [Business Address to be imported from checkout field]

("The Client")

1. BACKGROUND AND AGREEMENT

1.1 The Client desires to engage The Company to provide internet marketing services as outlined in this Agreement.

1.2 The Company agrees to provide such services under the terms and conditions set forth herein.

1.3 In consideration of the mutual benefits and obligations contained in this Agreement, the parties agree to the following terms and conditions.

2. SERVICES PROVIDED

2.1 The Client hereby engages The Company to provide internet marketing services ("Services") as described in Section 3 below.

2.2 The Company agrees to perform all Services in accordance with the specifications outlined in this Agreement.

2.3 All Services shall be performed in a professional and workmanlike manner consistent with industry standards.

3. SERVICE SPECIFICATIONS - WEBSITE PLAN

3.1 Initial Website Development

3.2 Raynor® Dealer Website Program

The Company offers a customizable Raynor® dealer website plan designed to provide dealers with a professional, branded website solution.

Features include:

- Brand new, professionally designed website
- Branding and messaging customization
- Automatic real-time product updates synced with Raynor.com
- Built-in search engine optimization (SEO)
- Mobile responsive and adaptive design that meets Core Web Vitals performance standards
- Ongoing professional support

Cost: \$4,125 per complete website.

3.3 Customized Landing Pages (Optional)

Dealers may add tailored landing pages to showcase non-Raynor® brands, partners, or additional products.

Features include:

- Custom content creation and professional design
- Seamless integration into the dealer website
- Hassle-free implementation managed by The Company

Cost: \$550 per landing page.

a) Website Production Specialist

- An experienced specialist will guide you through the design, development, and launch process
- Collaboration with your dedicated Digital Marketing Specialist
- Access provided for website review and approval prior to launch

b) Content Interview

- Scheduled telephone interview with your team during the development phase
- The interview will be recorded to guide content creation
- Unique content created for essential website pages

- Existing website content will be republished, if applicable, to preserve search engine authority
- Refer to the attached Appendix or Proposal for the complete project scope

c) Website Design Process

- Custom website design coordinated through Website Production Specialist
- Design proof provided for review and approval
- Up to three (3) rounds of revisions included
- Additional revision rounds may incur additional fees

d) Social Media Branding

- Custom social branding files created upon design approval
- Brand identity unification across social platforms

4. PAYMENT TERMS AND DURATION

4.1 The total base website cost of **\$4,125** is due and payable at checkout to initiate website development.

4.2 The remaining balance for additional landing pages, if applicable, along with any additional fees for out-of-scope work or modifications, will be invoiced and must be paid in full prior to website launch and ownership transfer.

4.3 This Agreement shall remain in effect until the website is completed, launched, and ownership is transferred to The Client upon final payment.

4.4 All fees and deposits are non-refundable once development work has commenced, unless otherwise specified in writing.

4.5 Out-of-scope work may include, but is not limited to: additional revisions beyond the three (3) included rounds, additional pages beyond those specified in Section 3.1(b), custom functionality requests, and third-party integrations not outlined in the original scope.

4.6 For Raynor® Dealer Website Program participants, the total fee of \$4,125 USD per website is due prior to commencement of work. Optional landing pages are billed at \$550 USD each, payable prior to website launch.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

5.1 Website Ownership and Transfer. The Client acknowledges and agrees that: Raynor® trademarks, brand assets, and product data synchronized from Raynor.com remain the property of Raynor® and are licensed for use within the dealer website.

- Full ownership of the website will transfer to The Client upon completion of all payments as outlined in Section 4
- Until final payment is received and ownership transfer is complete, The Company retains all rights to the website
- The website will not go live or be transferred until all invoiced amounts are paid in full
- Upon ownership transfer, The Client will receive:
 - Complete access to and control of the website and its hosting
 - Administrative access to all website management systems
 - Documentation necessary for website maintenance and updates
 - One-year repair or replacement warranty on the original website built by The Company, which does not cover damages caused by The Client
- Following ownership transfer, The Client assumes full responsibility for:
 - Website hosting, updates, and security
 - Compliance with all applicable laws and regulations
 - Any ongoing technical support or modifications

5.2 Content and Materials

- All The Company-supplied text, images, software, and materials become the property of The Client upon ownership transfer. Ownership transfer occurs only once full payment is completed, as outlined in Section 5.1.
- The Client warrants they have the rights to all content they provide to The Company to use on the website

5.3 Copyright Attribution

6. CLIENT RESPONSIBILITIES AND OBLIGATIONS

6.1 The Client shall review and approve all website content prior to publication.

6.2 The Client is responsible for compliance with all applicable jurisdictional regulations.

6.3 The Client shall review and update the website privacy policy to reflect their specific policies.

7. Regulatory Compliance

7.1 The Client Responsibility

While The Company designs, develops, and markets websites with industry best practices and known laws in mind and strives to maintain compliance in the jurisdictions in which we operate, it is ultimately the responsibility of The Client to ensure that their website, advertising, and marketing activities meet the specific requirements of their region and professional body.

7.3 The Company's Role

The Company will:

- Provide guidance on regulatory best practices, including content structure, disclaimers, and privacy considerations.
- Advise on known regulatory restrictions related to digital advertising and online visibility.
- Assist The Client in implementing necessary compliance-related adjustments when requested.

7.4 Limitations

The Company does not provide legal advice, nor does it assume responsibility for compliance with specific laws or regulations. The Client is strongly encouraged to review all website content, marketing materials, and digital strategies with their own legal counsel and/or compliance officer to confirm adherence to jurisdiction-specific requirements.

8. CONFIDENTIALITY

8.1 Both parties acknowledge the necessity of sharing confidential information ("Confidential Information") including but not limited to proprietary information, trade secrets, and personal information.

8.2 Each party agrees to:

- Use commercially reasonable efforts to protect the other party's Confidential Information
- Use at least the same degree of care as used to protect their own confidential information
- Use Confidential Information only as permitted under this Agreement

8.3 All information is treated in accordance with relevant patient privacy statutes and The Company's privacy policy:

8.4 The Company may provide public notice of website design and hosting services.

9. SERVICE CANCELLATION AND TERMINATION

9.1 Client-Initiated Termination

- The Client may terminate this Agreement at any time by providing written notice to The Company
- Upon early termination by The Client before project completion:
 - All fees previously paid are non-refundable under any circumstances
 - The Client remains liable for all outstanding labor costs incurred up to the date of termination
 - The Company will invoice The Client for any unpaid work completed, including but not limited to design time, development hours, content creation, and project management
 - Payment of all outstanding invoices must be made within thirty (30) days of termination notice

9.2 Work Product Upon Early Termination

- The Company will provide The Client with any completed work products upon receipt of all outstanding payments
- Incomplete work products remain the property of The Company until all payments are received
- The Client acknowledges that partially completed websites may not be functional or suitable for independent use

9.3 Company-Initiated Termination

The Company reserves the right to terminate this Agreement immediately for:

- Non-payment of invoices following thirty (30) days written notice
- The Client's material breach of the Agreement terms
- Publishing inappropriate, illegal, or defamatory content
- Fraud or copyright infringement
- Abandonment, non-responsiveness, or failure to participate in the development process
- Abusive behavior toward The Company's team members
- Any conduct that interferes with The Company's ability to complete the project

9.4 Effect of Termination

- Termination does not relieve either party of obligations incurred prior to termination
- All payment obligations survive termination of this Agreement
- The Company's confidentiality obligations shall survive termination

10. LIMITATION OF LIABILITY

10.1 Neither party shall be liable for inability to perform due to weather, disasters, terrorism, internet access issues, routine maintenance, or acts of God.

10.2 Service interruptions may occur for maintenance and updates.

11. MODIFICATIONS

11.1 The Company reserves the right to modify this Agreement with thirty (30) days' written notice prior to Agreement expiration.

11.2 Continued use of services after modification notice constitutes acceptance of revised terms.

12. GENERAL PROVISIONS

12.1 Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, warranties, and agreements.

12.2 Currency All monetary amounts are in United States Dollars (USD).

12.3 Governing Law This Agreement shall be governed by the laws of Singapore.

12.4 Independent Contractors The parties are independent contractors. No agency, partnership, joint venture, or employment relationship is created.

12.5 Notices All notices must be in writing and delivered by:

- Registered mail
- Courier service
- Electronic mail

13. ACKNOWLEDGMENT

By proceeding with checkout, The Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

Document Version: October 3, 2025

A copy of these terms will be emailed following order confirmation.