

## GBTECH HYBRID TECH CREATIVE SERVICES

### TERMS AND CONDITIONS

**Effective Date:** 10 September 2025

**Last Updated:** 10 September 2025

**Company:** GreenByte IT & Marketing Consultancy Sdn. Bhd. (Registration No: **202303252648**)

**Address:** Unit 2-1, Level 2, The Podium, Tower 3, UOA Business Park, Jalan Pengaturcara U1/51, Kawasan Perindustrian Temasya, 40150 Shah Alam, Selangor, Malaysia

### 1.0 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

- **"Company"/"GBTECH"/"We"/"Us"** means GreenByte IT & Marketing Consultancy Sdn. Bhd.
- **"Client"/"You"** means any individual, corporation, partnership, or entity engaging our services
- **"Hybrid Services"** includes Digital Transformation, AI-BI Suite, Smart Automation, Hybrid Cloud Infrastructure, XR Solutions, and Integrated Marketing Technology Stack
- **"Creative Marketing Elite (CME) Services"** includes CME Studio Basic, Pro, Elite, and Premium packages
- **"Intellectual Property"** includes all copyrights, trademarks, patents, trade secrets, proprietary methodologies, software code, creative content, and know-how
- **"Deliverables"** means all work products, reports, software, content, systems, and materials provided under our services
- **"Production Services"** includes video production, photography, graphic design, content creation, and multimedia development
- **"Force Majeure"** includes acts of God, government actions, pandemics, natural disasters, cyber attacks, and other events beyond reasonable control

#### 1.2 Governing Law

These Terms are governed by Malaysian law, including the Companies Act 2016, Trademarks Act 2019, Copyright Act 1987, Personal Data Protection Act 2010, and relevant consumer protection legislation.

### 2.0 SERVICE OFFERINGS AND SCOPE

#### 2.1 Hybrid Technology Solutions

- **Digital Transformation Accelerator Package:** ERP implementation, cloud migration, cybersecurity framework, staff training
- **AI-Powered Business Intelligence Suite:** AI analytics, custom dashboards, predictive modeling, monthly optimization
- **Smart Automation & Workflow Optimization:** AI/RPA automation, custom workflows, system integration

- **Hybrid Cloud-to-Edge Infrastructure:** Multi-cloud architecture, edge computing, disaster recovery
- **XR Business Solutions:** VR/AR development, virtual showrooms, immersive training, 3D visualization
- **Integrated Marketing Technology Stack:** CRM integration, marketing automation, omnichannel systems

## 2.2 Creative Marketing Elite (CME) Services

- **CME Studio Basic:** Professional content creation for small businesses
- **CME Studio Pro:** Premium content with community engagement for growing SMEs
- **CME Studio Elite:** Full-spectrum content leadership for established brands
- **CME Studio Premium:** Broadcast-quality content for corporates

## 2.3 Specialized Add-Ons

Industry-specific packages for Manufacturing, Healthcare, F&B, and Real Estate sectors with customized pricing based on requirements.

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## 3.0 INTELLECTUAL PROPERTY RIGHTS

### 3.1 Company IP Protection

GBTECH retains all rights to:

- Proprietary methodologies, frameworks, and processes
- Pre-existing software, tools, and platforms
- Trademark rights to "GBTECH," "Creative Marketing Elite," and associated branding
- Copyrights in template designs, code libraries, and standard documentation

### 3.2 Client-Specific Work Product

- Custom developments specifically created for Client become Client's property upon full payment
- Client owns rights to their branded content, logos, and specific creative materials
- Joint ownership applies to hybrid solutions combining GBTECH IP with Client customizations

### 3.3 Third-Party Components

- Open-source software governed by respective licenses
- Third-party tools and platforms subject to vendor terms
- Licensed stock media and content as specified in project agreements

### 3.4 IP Indemnification

Company provides limited indemnification against IP infringement claims for work performed using our proprietary methods, subject to Client's compliance with usage restrictions and prompt notification of claims.

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## 4.0 DATA PROTECTION AND PRIVACY

### 4.1 Personal Data Protection Act 2010 Compliance

- GBTECH implements reasonable security measures to protect personal data
- Data processing limited to legitimate business purposes
- Client data not shared with third parties without consent except as required by law
- Data retention periods as specified in individual service agreements

### 4.2 Cloud and Infrastructure Security

- Industry-standard encryption for data in transit and at rest
- Regular security audits and compliance monitoring
- Disaster recovery and backup procedures maintained
- Client notification within 72 hours of any confirmed data breach

### 4.3 Marketing Content Rights

- Client grants permission to use their content for portfolio and case study purposes unless specifically restricted
- Sensitive business information treated as confidential
- Client may request content removal from our marketing materials

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## 5.0 PAYMENT TERMS AND PRICING

### 5.1 Payment Structure

- Setup fees due within 30 days of contract execution
- Monthly recurring fees billed in advance
- Project-based payments per agreed milestone schedule
- Late payment interest at 8% per annum after 30-day grace period

### 5.2 Price Adjustments

- Annual price increases not exceeding 8% with 60 days written notice
- Currency fluctuations may affect international service components
- Additional services quoted separately and require written approval

### 5.3 Refund Policy

- Setup fees non-refundable after commencement of work
  - Monthly services may be cancelled with 30 days notice
  - Refunds for unused portions of pre-paid services calculated pro rata
  - No refunds for completed deliverables or services already rendered
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## 6.0 LIABILITY LIMITATIONS AND WARRANTIES

### 6.1 Service Warranties

- Services performed with reasonable skill and care consistent with industry standards
- Deliverables will substantially conform to agreed specifications
- No warranty regarding specific business outcomes, ROI, or performance metrics
- Third-party software and services subject to vendor warranties only

### 6.2 Limitation of Liability

GBTECH's total liability for any claim shall not exceed:

- For one-time projects: The total project value
- For ongoing services: 12 months of service fees
- For free services: RM1,000

### 6.3 Excluded Damages

We shall not be liable for:

- Indirect, consequential, special, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Third-party claims except as specifically indemnified
- Force majeure events beyond our reasonable control

### 6.4 Client Responsibilities

Client warrants they have:

- Authority to engage our services and provide necessary approvals
- Rights to all materials, data, and content provided to GBTECH
- Obtained necessary consents for personal data processing
- Provided accurate and complete information for service delivery

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## 7.0 TERMINATION AND SUSPENSION

### 7.1 Termination Rights

Either party may terminate:

- Monthly services with 30 days written notice
- Fixed-term projects only for material breach after 15 days cure period
- Immediately for insolvency, fraud, or material violation of terms

### 7.2 Effects of Termination

- Client pays for all services rendered through termination date
- GBTECH provides reasonable transition assistance for 30 days
- Confidentiality obligations survive termination indefinitely
- Client data returned or securely destroyed per written instructions

### 7.3 Service Suspension

We may suspend services for:

- Non-payment after 15 days written notice
- Material breach of terms pending cure
- Technical issues requiring system maintenance (with advance notice when possible)

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## 8.0 BRAND AMBASSADOR PROGRAM

### 8.1 Commission Structure

- 25% of net profit on successfully closed referrals
- Commission calculated after deducting direct costs and taxes
- Payouts processed within 5-10 business days of project completion

### 8.2 Ambassador Responsibilities

- Accurate representation of GBTECH services and capabilities
- Compliance with marketing guidelines and brand standards
- Disclosure of ambassador relationship in promotional materials
- No authority to make binding commitments on behalf of GBTECH

### 8.3 Program Terms

- Participation subject to separate ambassador agreement
- GBTECH reserves right to modify commission structure with 30 days notice
- Territory restrictions may apply for certain service lines

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## 9.0 DISPUTE RESOLUTION

### 9.1 Negotiation and Mediation

- Good faith negotiation required before formal proceedings
- Mediation through Malaysian Mediation Centre if negotiation fails
- Each party bears own costs for negotiation and mediation

### 9.2 Jurisdiction and Arbitration

- Malaysian courts have exclusive jurisdiction for disputes
- Arbitration under AIAC rules if both parties agree
- Arbitration in English language in Kuala Lumpur, Malaysia

### 9.3 Class Action Waiver

Client waives right to participate in class action lawsuits against GBTECH and agrees to individual dispute resolution only.

## 10.0 GENERAL PROVISIONS

### 10.1 Contract Modifications

- Terms may be updated with 30 days notice for material changes
- Continued use of services constitutes acceptance of modified terms
- Individual project agreements may contain specific variations

### 10.2 Assignment and Subcontracting

- GBTECH may assign rights to affiliates or in business transfers
- Client may not assign without written consent
- We may subcontract work to qualified third parties while remaining primarily liable

### 10.3 Severability and Waiver

- Invalid provisions severed without affecting remainder of agreement
- Waiver of any right does not constitute waiver of other rights
- Modifications require written agreement signed by authorized representatives

### 10.4 Entire Agreement

These Terms, together with executed service agreements and statements of work, constitute the complete agreement between the parties and supersede all prior negotiations and understandings.

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## 11.0 COMPLIANCE AND REGULATORY

### 11.1 Malaysian Regulatory Compliance

- Services comply with applicable Malaysian laws and regulations
- Client responsible for obtaining necessary licenses for their business operations
- GBTECH maintains professional indemnity insurance as required

### 11.2 International Services

- Cross-border data transfers comply with applicable privacy laws
- Export control regulations may limit certain technology transfers
- Local laws of Client's jurisdiction may impose additional requirements

### 11.3 Industry Standards

- IT services follow recognized standards (ISO 27001, COBIT, ITIL where applicable)
  - Creative services adhere to professional advertising and marketing codes
  - Regular compliance audits and staff training maintained
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## CONTACT INFORMATION

### Legal Notices and Correspondence:

GreenByte IT & Marketing Consultancy Sdn. Bhd.

Legal Department

Unit 2-1, Level 2, The Podium, Tower 3

UOA Business Park, Jalan Pengaturcara U1/51

Kawasan Perindustrian Temasya

40150 Shah Alam, Selangor, Malaysia

**Email:** support@gbtech.my

**Phone:** +60176545057

**Business Hours:** Monday - Friday, 9:00 AM - 6:00 PM (MYT)

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*These Terms and Conditions are effective as of 10 September and supersede all previous versions. GBTECH reserves the right to modify these terms in accordance with Section 10.1 above.*

**Document Version:** 1.0

**Legal Review Date:** 10 September 2025

**Next Review Due:** [10 September 2025 + 12 months]