

# TERMS & CONDITIONS

Last Updated: July 15, 2025

## 1. Agreement to Terms

These Terms & Conditions ("Terms") constitute a legally binding agreement between you ("Client," "you," or "your") and the applicable Perlu Agency entity—either PT Perlu Agency Digital (Indonesia) or Perlu Agency LLC (Delaware, USA)—(collectively, "Perlu Agency," "Company," "we," "us," or "our").

By engaging our Services (as defined below), you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity.

## 2. Services Overview

Perlu Agency provides comprehensive digital marketing services ("Services"), which include but are not limited to:

- Social Media Marketing & Management: Strategy development, content creation, community management, paid social advertising, analytics, and reporting for social media platforms.
- Media Placement & Public Relations: Securing placements for promotional articles ("Articles") and sponsored television segments ("TV Segments") in online publications and audiovisual programs.
- Content Creation & Marketing: Development of marketing copy, graphics, videos, and other content assets.
- Advertising & Media Buying: Strategic planning, purchasing, and optimization of advertising inventory across digital and traditional channels.

The specific Services to be rendered will be detailed in a mutually agreed-upon Statement of Work ("SOW") or Service Order.

### **3. Client Responsibilities & Account Access**

3.1. Account Credentials: For social media management and advertising services, Client grants Perlu Agency necessary read/write access to relevant social media accounts, advertising platforms (e.g., Meta Business Manager, Google Ads), and analytics tools. Client warrants it is the rightful owner or authorized manager of these accounts.

3.2. Content Approval & Timely Feedback: Client agrees to provide timely feedback and approvals for content, strategies, and placements as requested by Perlu Agency to meet project timelines. Delays caused by Client may impact delivery schedules and campaign performance.

3.3. Compliance & Legal Authority: Client is solely responsible for ensuring all materials, logos, trademarks, and information provided to Perlu Agency for use in campaigns (a) do not infringe on any third-party rights, and (b) comply with all applicable platform policies (e.g., community guidelines) and advertising laws (including disclosure requirements for sponsored content).

### **4. Service Delivery, Reporting, & Revisions**

4.1. Performance Standards: Perlu Agency will perform the Services with reasonable skill, care, and diligence, in accordance with industry standards. Specific performance metrics or Key Performance Indicators (KPIs) will be outlined in the SOW.

4.2. Reporting: Perlu Agency will provide periodic performance reports as specified in the SOW (e.g., monthly or quarterly). These reports will detail activities performed, results achieved, and insights.

4.3. Revisions: The SOW includes a defined number of revision rounds for creative assets. Additional revisions may be subject to additional fees.

### **5. Fees, Payment Terms, & Billing**

5.1. Fees: Client agrees to pay all fees as specified in the SOW or invoice. Fees may be structured as a monthly retainer, project-based, or performance-based, as agreed.

5.2. Advertising Budgets: Any budgets specified for media buying (e.g., Facebook Ad spend, Google Ads budget) are separate from Perlu Agency's management fees. These funds are held in trust by Client or prepaid to the relevant platform and are used solely for purchasing media.

5.3. Payment Terms: Invoices are due within 15 days of receipt unless otherwise stated. Late payments may be subject to interest charges of 1.5% per month.

5.4. Taxes: All fees are exclusive of applicable taxes (e.g., VAT, sales tax). Client is responsible for paying all associated taxes, which will be itemized separately on invoices.

## **6. Intellectual Property Rights**

6.1. Client Materials: Client retains all intellectual property rights in any materials, logos, trademarks, or data provided to Perlu Agency ("Client IP"). Client grants Perlu Agency a limited, non-exclusive license to use the Client IP solely to perform the Services.

6.2. Perlu Agency Deliverables: Upon full payment of all fees due, Perlu Agency grants Client a non-exclusive, perpetual, worldwide license to use the final deliverables (e.g., finalized reports, approved ad creatives, published articles) created specifically for the Client as part of the Services ("Final Deliverables") for their own business purposes.

6.3. Company Tools & Pre-Existing IP: Perlu Agency retains all rights to its proprietary methodologies, strategies, software, templates, and any pre-existing intellectual property ("Company IP") used in providing the Services. This Company IP is not transferred to the Client.

## **7. Term, Termination, & Effect**

7.1. Term: These Terms remain in effect until terminated or until the completion of all active SOWs.

7.2. Termination for Cause: Either party may terminate an SOW or these Terms for material breach by the other party with 30 days' written notice, provided the breach remains uncured.

7.3. Termination for Convenience: Client may terminate an SOW for convenience with 30 days' written notice. Upon such termination, Client agrees to pay for all Services rendered up to the termination date, plus any non-cancelable commitments (e.g., pre-booked media placements) Perlu Agency has incurred on Client's behalf.

7.4. Post-Termination: Upon termination, Perlu Agency will deliver all completed Final Deliverables, provide a final report, and assist in transferring account access back to the Client.

## **8. Confidentiality**

Both parties agree to keep confidential all non-public business information disclosed by the other ("Confidential Information") and to use it only for the purpose of fulfilling obligations under these Terms. This obligation survives termination for a period of 3 years.

## **9. Disclaimer & Limitation of Liability**

9.1. No Guarantees: Perlu Agency does not guarantee specific business outcomes, revenue increases, or marketing results (e.g., follower count, engagement rates, sales). The digital marketing landscape and platform algorithms are subject to constant change.

9.2. Limitation of Liability: To the maximum extent permitted by law, Perlu Agency's total liability arising from or related to these Terms or the Services shall not exceed the total fees paid by Client to Perlu Agency under the relevant SOW in the 6 months preceding the claim.

9.3. Exclusion of Consequential Damages: In no event shall Perlu Agency be liable for any indirect, incidental, punitive, special, or consequential damages (including lost profits or data) arising from the Services, even if advised of the possibility of such damages.

## **10. Governing Law & Dispute Resolution**

10.1. Governing Entity & Law: The governing entity and applicable law shall be determined by the primary Service location:

\* For Services primarily performed for clients based in or targeting Indonesia and the ASEAN region, the contracting entity shall be PT Perlu Agency Digital, and these Terms shall be governed by the laws of the Republic of Indonesia.

\* For Services primarily performed for clients based in or targeting North America and other regions, the contracting entity shall be Perlu Agency LLC, and these Terms shall be governed by the laws of the State of Delaware, USA, without regard to its conflict of law principles.

10.2. Dispute Resolution: The parties agree to attempt to resolve any dispute amicably through good-faith negotiation. If unresolved, the dispute shall be exclusively submitted

to the competent courts in Indonesia (for PT Perlu Agency Digital) or Delaware, USA (for Perlu Agency LLC).

## **11. General Provisions**

11.1. Entire Agreement: These Terms, together with any executed SOWs, constitute the entire agreement between the parties.

11.2. Modification: These Terms may be updated periodically. Continued use of Services after updates constitutes acceptance.

11.3. Force Majeure: Neither party is liable for failure or delay in performance due to causes beyond its reasonable control.

11.4. Assignment: Client may not assign these Terms without Perlu Agency's prior written consent.

## **12. Contact Information**

For questions, to execute an SOW, or to provide legal notice:

Email: [legal@perluagency.com](mailto:legal@perluagency.com)

### **PT Perlu Agency Digital**

Level 18-A, Jl. Jend.Sudirman Kav. 52-53 Sudirman Central Business District (SCBD),  
Kebayoran Baru, Jakarta Selatan, Jakarta, Indonesia 12190

### **Perlu Agency LLC**

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