Aivagrid Terms & Conditions

Version 3.5 (short form) | Effective: 3 November 2026 | Malaysia

Part A. The service

A1. Parties. These Terms are between AIVAGRID SOLUTIONS (Reg No 202603212558 / JR0194347-H) ("Aivagrid") and the business named in the Aivagrid quotation (the "Client"). The quotation and these Terms together form the agreement.

A2. Acceptance by payment. Aivagrid will give the Client the quotation and a link to these Terms before payment. By paying against the quotation, the Client accepts the quotation and these Terms; no signature is required. The person paying must be authorised to bind the Client.

A3. Fees. The Client commits to an initial term of three paid months at the monthly fee in the quotation. Fees are payable in advance as set out in the payment schedule in the quotation (for example, 50% of the initial term's fees on acceptance and 50% before the start of the third month). If no schedule is stated, each monthly fee is payable in advance by its invoice due date. TikTok ad spend, affiliate commissions and platform fees are paid by the Client. If an invoice remains unpaid five business days after written notice, Aivagrid may suspend service and the ROI Guarantee. Fees paid are non-refundable for a change of mind or because the ROI target was not reached, except as required by law. If the Client cancels during the initial term, all three months' fees remain payable and the ROI Guarantee ends.

A4. Videos and corrections. Aivagrid will produce the monthly number of videos in the quotation and arrange posting on Aivagrid's affiliate accounts with the Client's TikTok Shop product link (Beg Kuning), subject to platform rules and availability. Videos may contain AI-generated scenes; minor visual differences are not defects. Aivagrid will review reported material inaccuracies and, where reasonably necessary and attributable to Aivagrid, take reasonable steps to correct, replace or re-upload affected content. Timing is subject to production capacity, complexity and platform restrictions; no fixed turnaround time is guaranteed for edits, corrections, replacements or re-uploads. Changes requested due to incorrect Client information or revised Client preferences may require additional fees. TikTok controls distribution. Aivagrid does not guarantee views, orders, sales or profit, except for the ROI Guarantee in Part B.

A5. Client information. The Client confirms that product information, images and claims it provides are accurate and lawful and is responsible for claims arising from them. Aivagrid may refuse or edit claims it considers misleading or high-risk (including health claims).

A6. Liability. To the extent permitted by law, Aivagrid is not liable for indirect or consequential loss, or for TikTok outages, policy, attribution or algorithm changes, or other events outside its control. Aivagrid's total contractual liability is limited to the fees the Client paid for the initial term, except where such limits are not permitted by law.

A7. General. Written notice includes email and WhatsApp. Malaysian law governs these Terms. The parties will first attempt to settle any dispute in good faith within 14 days, after which the courts of Kuala Lumpur have jurisdiction, subject to applicable law.

Part B. The 20% Product GMV Max ROI Guarantee

B1. Who qualifies. The ROI Guarantee is available to eligible VIP clients, including those spending under RM10,000 on Product GMV Max in the Baseline Period. The applicable plan bands are: VIP 100 (below RM30,000); VIP 300 (RM30,000–RM49,999); VIP 500 (RM50,000–RM99,999); and VIP 1000 (RM100,000 or more). Reliable, verifiable Baseline Period ROI and ad-spend data are required. The Standard plan is excluded. The Guarantee applies only once per TikTok Shop, during its first initial term; renewals do not restart it.

B2. When it starts. Payment alone does not activate the ROI Guarantee. After payment, Aivagrid verifies the Client's data through view-only access and sends a written Onboarding Confirmation stating the shop, covered product IDs, Baseline ROI, Baseline Ad Spend, Target ROI and Start Date. The Guarantee runs for 90 days from that Start Date. If the data cannot be verified, Aivagrid will inform the Client and the Guarantee will not start.

B3. How ROI is measured. The Baseline Period is the 30 consecutive calendar days before the Start Date. ROI is the standard TikTok Product GMV Max ROI (reported gross revenue ÷ reported ad cost) for the covered products, not an ad-plus-affiliate-cost ROI metric. The same products, reporting settings and calculation method apply throughout. TikTok dashboard records or exports are the primary measurement evidence. Target ROI = Baseline ROI × 1.20. Example: a Baseline ROI of 4.0× gives a Target ROI of 4.8×.

B4. When it is met. The Guarantee is met once ROI reaches the Target ROI during any 30 consecutive days falling wholly within the first 90 days, provided ad spend during those 30 days is at least 80% of Baseline Ad Spend. Sale periods (including 11.11 and 12.12) count and there is no upper limit on ad spend. Once met, the Guarantee remains fulfilled even if ROI later falls; paid videos continue for the rest of the initial term.

B5. Client duties. During the Guarantee, the Client must: provide and retain view-only access within seven days of first payment; keep Product GMV Max ads active (no pause exceeding 72 hours without Aivagrid's written approval); keep covered products substantially unchanged and in stock; notify Aivagrid before major campaign setting, product listing or regular price changes above 10% (normal sale discounts excluded); maintain Aivagrid's affiliate access and agreed

commission; pay on time; and not manipulate orders or performance. Aivagrid will give written notice and five business days to fix a material breach where it can be fixed. An uncorrected material breach, or fraud, ends the Guarantee.

B6. If the target is not met. The Client may claim in writing within 14 calendar days after Day 90. Aivagrid will review the claim and notify the Client of its decision within a reasonable period after verifying the relevant records, giving reasons for any rejection. For an approved claim, the free extension begins on the date confirmed by Aivagrid in writing, subject to reasonable operational scheduling. Aivagrid will provide videos at the same monthly plan quantity for up to 90 consecutive days, capped at three times the monthly plan quantity. The extension ends immediately once the original Target ROI is achieved in any consecutive 30-day window with ad spend of at least 80% of Baseline Ad Spend, even if that ends partway through a month. No remaining video quota is owed after that point. The Client must maintain the B5 duties during the extension and pay its own ad spend, commissions and third-party costs. The extension creates no new ROI Guarantee. No cash refund is due solely for missing the target; subject to applicable law, free videos are the sole remedy for that outcome.