



Smart Digital 20th Anniversary Promotion

Terms & Conditions

These promotion terms apply to Smart Digital's 20th Anniversary Offers and should be read together with Smart Digital Group Co., Ltd's General Terms and Conditions (<https://www.smart-digital.co.th/Terms-and-Conditions-Smart-Digital-Group-ENG.pdf>) and the applicable Proposal and Order Form.

Where a promotion is applied to a Customer's campaign, the applicable promotional offer and specific scope will be confirmed in the Proposal and Order Form.

1. Promotion Period

The 20th Anniversary Promotion is available for qualifying new campaigns where:

- the applicable Order Form is signed on or before 31 December 2026; and
- Smart Digital receives the first required payment in cleared funds on or before 31 December 2026.

Smart Digital reserves the right to amend, extend or withdraw the Promotion for new applications at any time.

Any promotional offer already confirmed in an accepted Order Form will continue to be governed by the terms agreed in that Order Form.

2. Qualifying Campaigns

The Promotion applies to qualifying new campaigns only.

A new campaign may be for:

- a new Customer; or
- an existing Smart Digital Customer adding a genuinely new qualifying service.

The Promotion does not automatically apply to renewals, existing contracted services, existing monthly fees or increases to an existing campaign unless Smart Digital expressly agrees otherwise in writing.

Eligibility for any promotional offer is determined by Smart Digital and confirmed in the applicable Proposal and Order Form.

3. Free Website with New SEO + AI Search Campaigns

3.1 Qualifying SEO + AI Search Campaign

The Free Website Offer is available with a qualifying 12-month SEO + AI Search campaign at the monthly marketing investment recommended by Smart Digital following completion of the campaign brief.

The recommended campaign investment will be based on factors including:

- the Customer's business goals;



- market and search competition;
- target services and locations;
- existing website;
- website size and complexity; and
- the level of SEO + AI Search activity required.

Eligibility for the Free Website Offer and the applicable website scope will be confirmed in the Proposal and Order Form.

3.2 Minimum Contract Term

The Free Website Offer requires a minimum initial 12-month SEO + AI Search contract.

The Customer has no right to cancel the qualifying campaign during the initial 12-month term unless Smart Digital expressly agrees otherwise in writing.

Following completion of the initial contract term, the campaign will continue in accordance with the renewal and cancellation provisions contained in the applicable Order Form and Smart Digital's General Terms and Conditions.

3.3 Website Solution

Depending on the Customer's existing website and requirements, the Free Website Offer may consist of:

- a completely new website;
- a website redesign; or
- a strategic website refresh.

Smart Digital will recommend the appropriate website solution following the campaign brief.

The website scope, including the number of pages, design approach, functionality, development requirements and anticipated delivery timeline, will be specified in the Proposal and Order Form.

The Promotion does not provide an automatic entitlement to a website of any particular size, specification, functionality or monetary value.

3.4 Website Cost

The website solution expressly specified in the Proposal as being provided under the Free Website Offer will be provided at no additional website design or development charge, subject to the Customer maintaining the qualifying 12-month SEO + AI Search contract and complying with the Contract.

Any work requested outside the agreed promotional website scope may be quoted and charged separately.

3.5 Website Content

Full website copywriting is not included in the Free Website Offer unless expressly stated in the Proposal.

The qualifying SEO + AI Search campaign may include content creation, editing and optimisation for selected target pages as part of the agreed SEO + AI Search campaign scope.



The Customer will be responsible for supplying any additional website copy, images, branding, product information and other materials required outside the agreed scope.

3.6 Additional Functionality and Third-Party Costs

Unless expressly included in the Proposal, the Free Website Offer does not include:

- e-commerce functionality;
- member or user login functionality;
- bespoke web applications;
- complex third-party integrations;
- specialist booking or payment systems;
- paid themes, plugins or software licences;
- third-party subscription fees;
- domain registration or renewal;
- photography;
- video production;
- translation; or
- other specialist functionality or third-party costs.

Smart Digital may agree to include additional or more complex functionality where appropriate to the recommended campaign and overall scope. Any such inclusions will be expressly detailed in the Proposal.

3.7 Hosting

Smart Digital will provide hosting for the promotional website for 12 months from the website launch date at no additional hosting charge.

Hosting after the complimentary 12-month period will be charged at Smart Digital's then-current applicable hosting rate unless otherwise agreed.

Domain registration, renewal and other third-party costs are not included unless expressly stated in the Proposal.

Any website maintenance, technical support or development outside the agreed promotional website and campaign scope will be subject to the applicable Proposal or a separate quotation.

3.8 Website Ownership

The Customer retains ownership at all times of:

- its domain name;
- trademarks and branding;
- content and materials supplied by the Customer;
- Customer data; and
- any pre-existing intellectual property owned by the Customer.

For a completely new website created under the Free Website Offer, ownership of the website design, build and other website materials created specifically by Smart Digital for the Customer will remain with Smart Digital during the initial 12-month qualifying SEO + AI Search contract.



Where the Promotion involves the redesign or refresh of an existing Customer-owned website, the Customer will continue to own its pre-existing website and materials. Ownership of new design, development and other website materials created specifically by Smart Digital under the Promotion will remain with Smart Digital during the initial 12-month qualifying campaign.

Upon:

- completion of the initial 12-month qualifying SEO + AI Search term; and
- payment in full of all amounts due to Smart Digital,

ownership of the website materials created specifically for the Customer under the Promotion will transfer to the Customer.

The transfer does not include:

- Smart Digital's pre-existing intellectual property;
- proprietary tools, processes or systems;
- reusable code or components;
- third-party software;
- themes;
- plugins;
- licences;
- stock assets; or
- any other materials which Smart Digital does not own or does not have the right to transfer.

Following transfer of ownership, the Customer may continue hosting with Smart Digital or request reasonable assistance to transfer the website to another hosting provider. Any additional migration, development or technical work outside the agreed scope may be charged separately.

3.9 Customer Cooperation

The Customer must provide required information, access, materials, feedback and approvals within reasonable requested timeframes.

Delays caused by the Customer may result in the website delivery timeline being extended.

Unless otherwise expressly agreed in the Proposal, delays to the website caused by the Customer do not suspend or extend payment obligations for the qualifying SEO + AI Search campaign.

4. 20 Years. 20% Off.

4.1 Eligible Services

The 20% Anniversary Offer applies to qualifying new campaigns for:

- Google Ads management;
- paid social media advertising management; and
- organic social media management.

4.2 Discount

The Promotion provides a 20% discount on Smart Digital's applicable monthly management fees for the qualifying new service.



The discount does not apply to:

- campaign setup fees;
- Google Ads media spend;
- Meta or other social media advertising spend;
- third-party media costs;
- software or platform charges;
- production costs;
- third-party supplier charges; or
- any other costs unless expressly confirmed by Smart Digital.

4.3 Discount Period

The 20% discount applies to eligible monthly management fees for the full initial contract term specified in the applicable Proposal and Order Form.

The discount is conditional upon the applicable Order Form being signed on or before 31 December 2026 and Smart Digital receiving the first required payment in cleared funds on or before 31 December 2026.

Where the initial contract term continues beyond 31 December 2026, the 20% discount will continue to apply to eligible monthly management fees for the remainder of that initial contract term, but not to any renewal or continuation after that initial contract term unless Smart Digital expressly agrees otherwise in writing.

4.4 Existing Customers

Existing Smart Digital Customers may receive the 20% Anniversary Offer when adding a genuinely new qualifying Google Ads, paid social or organic social media management service.

The discount does not apply retrospectively to:

- existing contracted services;
- existing monthly retainers;
- existing SEO + AI Search fees; or
- other existing campaign charges.

5. Combining the Anniversary Offers

Where a Customer starts both:

- a qualifying SEO + AI Search campaign; and
- a qualifying Google Ads, paid social or organic social media management campaign,

Smart Digital may apply both the Free Website Offer and the 20% Anniversary Offer.

Eligibility and the exact promotional benefits will be confirmed in the Proposal and Order Form.

6. Other Discounts and Promotions

The 20th Anniversary Offers cannot be combined with other discounts, promotional pricing, payment discounts or special offers unless Smart Digital expressly agrees otherwise in writing.



Where Smart Digital has expressly offered another discount in conjunction with the Promotion, the agreed treatment will be stated in the Proposal or Order Form.

7. Payment and Account Status

Promotional benefits are conditional upon the Customer complying with the applicable Contract and maintaining its account in good standing.

Invoices must be paid in accordance with the payment terms specified in the Contract.

Smart Digital reserves the right to suspend or withdraw any promotional benefit where the Customer:

fails to make payment when due;

- breaches the Contract; or
- otherwise fails to meet the eligibility requirements of the Promotion.

Any suspension or withdrawal of a promotional benefit will not release the Customer from its obligation to pay the fees due for the full initial contract term.

Smart Digital reserves the right to invoice the Customer for:

- all amounts already invoiced but unpaid;
- all fees payable for the remainder of the initial contract term which have not yet been invoiced; and
- the full value of any promotional benefit provided, including the website value stated in the Proposal and Order Form and the value of any discount provided under the 20% Anniversary Offer.

All amounts previously paid by the Customer will be credited when calculating the balance due.

Any such action will be without prejudice to Smart Digital's other rights under the Contract.

8. Promotion Eligibility and Availability

Smart Digital reserves the right to:

- determine whether a Customer or campaign qualifies for either Anniversary Offer;
- determine the appropriate website scope under the Free Website Offer;
- limit availability based on delivery capacity;
- reject applications which do not meet the commercial or campaign requirements of the Promotion; and
- amend, extend or withdraw the Promotion for future Customers or campaigns.

No promotional website, discount or other benefit is confirmed until it is expressly included in the applicable Proposal and Order Form and the first required payment has been received by Smart Digital.

9. Relationship with Smart Digital's General Terms and Conditions

These Promotion Terms and Conditions supplement Smart Digital Group Co., Ltd's General Terms and Conditions (<https://www.smart-digital.co.th/Terms-and-Conditions-Smart-Digital-Group-ENG.pdf>).

The Customer's Proposal and Order Form will identify the specific promotional offer being provided and the applicable service and website scope.

In the event of any inconsistency, the order of precedence specified in Smart Digital's General Terms and Conditions and the applicable Order Form will apply.

All other provisions of Smart Digital's General Terms and Conditions remain in full force and effect.