

REAL Master Service Agreement (MSA)

Version: 2026.08.09-ENT Product: REAL

English convenience translation. Traditional Chinese controls if conflict, unless parties agree otherwise in writing.

Provider (Party B): 艾米亞創意行銷企業社
Contact: amy01058@hotmail.com | https://realvip.cc
Customer (Party A): [Legal name]
Company / Tax ID: [] Address: []
Contact / Email: []

This MSA, together with each Order Form and any DPA, forms the agreement for Customer’ s use of REAL SaaS.
Precedence: Order Form → MSA → DPA → online Terms/Privacy Policy.

1. Services

- 1.1 Provider supplies social automation SaaS as described in the Order Form and then-current product features (e.g. public comment auto-reply on Facebook/Instagram/Threads/YouTube, DM automation, flows, inbox, contacts, broadcasts, analytics). YouTube supports public comment replies only (no YouTube DMs).
- 1.2 The Service depends on third-party official APIs; platform policy/quota/outages do not alone constitute breach unless a written SLA says otherwise.
- 1.3 Beta/preview features may change or end and do not carry GA availability commitments unless the Order Form states otherwise.

2. Accounts and acceptable use

Customer shall secure credentials, manage internal access, and comply with law, this MSA, any DPA, and Meta/Google platform policies. No spam; no URLs in FB/IG public comment replies; no reselling seats or circumventing quotas. Provider may rate-limit, pause automation, or suspend for platform-compliance needs.

3. Customer Data and IP

- 3.1 Customer retains rights in Customer Data and authorizes processing as needed to provide the Service; Customer is controller of End-User data; Provider is processor (see DPA).
- 3.2 Service software, UI, marks, and docs (except Customer Data and OSS) belong to Provider or licensors.
- 3.3 Neither party may use the other’ s name/marks in public marketing without prior written consent (except legal requirements or fair description of the relationship).

4. Fees, taxes, payment

- 4.1 Fees, plan, seats, allowances, term, and payment method are as in the Order Form. Unless stated otherwise, subscriptions are prepaid and may auto-renew.
- 4.2 Prices may exclude tax; VAT may be added. Late payment after notice may lead to suspension or Order termination.
- 4.3 Except mandatory law, Order terms, or material defect attributable to Provider, paid fees are generally non-refundable.

5. SLA

Unless the Order Form states uptime %, maintenance windows, or support SLAs, Provider uses commercially reasonable efforts only and does not guarantee specific availability or fix times. Maintenance or emergencies may

cause brief interruptions.

6. Confidentiality and personal data

Each party shall protect the other's Confidential Information for three (3) years after termination (trade secrets longer as required by law). Personal data is governed by the DPA and Privacy Policy.

7. Disclaimer and liability cap

7.1 Service is provided "as is." To the extent permitted by law, Provider does not warrant uninterrupted, error-free, or fit-for-purpose operation.

7.2 To the extent permitted by law, Provider's total liability is capped at fees actually paid under the relevant Order in the twelve (12) months before the claim; indirect and lost-profits damages are excluded where permitted. Mandatory liability (e.g. willful misconduct/gross negligence) is not capped.

8. Indemnities

Customer indemnifies Provider for claims arising from Customer's illegality, infringement, platform-policy violations, or Customer Data/sending conduct, to the extent permitted by law. If Service software itself infringes Taiwan IP rights resulting in a final judgment or Provider-approved settlement, Provider will defend/compensate within the liability cap (excluding Customer modifications, unauthorized integrations, or Customer breach).

9. Term, suspension, termination

9.1 Term follows the Order Form; if silent, renews with subscription cycles until terminated.

9.2 Either party may terminate for material breach uncured 14 days after notice. Provider may immediately suspend for illegal risk, security emergencies, or platform mandates.

9.3 After termination, Customer stops use; Provider handles Customer Data per the DPA. Surviving clauses remain in effect.

10. Force majeure and export

Force majeure suspends performance without breach; if over 60 days, either party may terminate the affected portion in writing. Customer must not use the Service in violation of export/sanctions laws.

11. General

Entire agreement, severability, no waiver, assignment (Provider may assign in reorganization/sale), electronic signatures. Taiwan law; negotiate 14 days then Taipei District Court (mandatory consumer rules excepted).

12. MSA signature blocks

[Customer] Name: _____ ID: _____ Signatory: _____ Date: _____ Signature/Seal: _____

[Provider] 艾米亞創意行銷企業社 Signatory: _____ Date: _____ Signature/Seal: _____

Order no.: [] Order date: [YYYY-MM-DD]

Provider: 艾米亞創意行銷企業社

Product: REAL

A. Plan and quantity

- Plan: [Creator / Studio / Agency / Custom]
- Connected-account limit: [] ; add-on seats: [] x unit price []
- Monthly auto-send allowance (if any): []
- Workspaces (if limited): []
- Other modules: []

B. Term and fees

- Service term: from [] to [] (or [] months from activation)
- Billing cycle: [Monthly / Annual] Auto-renew: [Yes / No]
- Fees (specify tax-inclusive or exclusive): TWD []
- Payment: [Card / Wire / Stripe / Other] Terms: [Prepaid / Net __]
- Invoice: [Duplicate / Triplicate] Title / Tax ID: []

C. Support & SLA (optional)

- Support contact: [☐] Response target: [e.g. next business day]
- Availability target: [blank = no specific %]
- Maintenance notice: [☐ hours / as announced]

D. Data & compliance

- Standalone DPA signed: [Yes / No] (attach if Yes)
- Subprocessor restrictions: [None / as follows: ____]
- Data residency / special requirements: [None / as follows: ____]

E. Special terms

[]

F. Order Form signatures

Customer signatory: _____ Title: _____ Date: _____ Signature/Seal: _____

Provider signatory: _____ Title: _____ Date: _____ Signature/Seal: _____

(File with MSA and DPA. Self-serve online subscribers may rely on online Terms unless Customer requires wet-ink contracting.)