

Panda Funnels Service Agreement

This agreement sets the terms for Panda Funnels services. Each client's accepted Order Summary records the price, payment schedule, project scope, and dates that apply to that engagement.

Parties and documents

This agreement is between Panda Commission LLC, which provides Panda Funnels (we, us), and the client identified in an Order Summary (you). It governs services and platform access purchased under an Order Summary accepted by both parties. The Order Summary identifies the selected service, deliverables, fees, billing schedule, start conditions, and any project-specific terms. Together, this agreement and that Order Summary form the client's agreement. If a specific term in an accepted Order Summary conflicts with this document, the Order Summary controls for that client and that service.

A change to published pricing or packages does not change an existing client's agreed fees or scope. Changes to that client's order require a separate written acceptance by both parties.

1. Services and scope

Panda Funnels may provide offer strategy, sales pages, lead capture or event paths, email follow-up, automations, tagging, fulfillment setup, hosting, platform access, support, and system upkeep. The client purchases only the services and deliverables listed in their Order Summary. A Complete Offer Buildout connects one agreed core offer and one primary customer journey on Panda Funnels. The approved scope record identifies the path, such as direct checkout, application, or a one-to-many event, and the pages, event steps, follow-up channels and approximate message counts, tags, automations, fulfillment handoff, and any agreed upsell or downsell branches. Discovery and mapping establish the components appropriate to that offer before production. Additional independent offers, campaigns, or branches require a written change order.

We use the client's existing brand direction and materials so the delivered system is consistent with the brand. Unless the Order Summary says otherwise, a new brand identity, ads, social content, traffic management, multiple independent offers, ongoing campaign management, major redesigns, and implementation in another platform are outside the scope.

A request that changes the approved offer or materially expands the listed deliverables requires a written change order that states the added work, schedule effect, and price. We do not begin the additional work until both parties accept it.

2. Project process

We lead mapping, design, implementation, and testing for the agreed system. The client supplies accurate offer information, brand assets, content, access, approvals, and one decision-maker who provides consolidated feedback at agreed review points. The Order Summary or kickoff scope record defines the project schedule, milestones, review process, and acceptance period. We present the proposed customer journey and components for approval before production. Delays in required client inputs can move the schedule; we will document the revised dates.

Each major review stage includes two consolidated revision rounds: (1) mapping and messaging, and (2) build and content. A round is one consolidated set of feedback from the designated decision-maker. Revisions refine the agreed scope; a new offer, added branch, or replacement strategy requires a change order. During testing and launch, we correct defects or discrepancies from the approved scope without counting them as revision rounds. The Order Summary or kickoff scope record specifies the review and acceptance period. If the client does not respond to a request for materials, feedback, or approval within fourteen business days, we may give written notice and place the project on hold. We may close it if the client does not respond within seven calendar days after that notice. Silence is not approval of unreviewed work. A restart, if available, will be scheduled based on current capacity and may require a written adjustment to the timeline and scope.

3. Fees and payment

The accepted Order Summary states the client's build fee, any installment amounts and due dates, the System Care fee if selected or required, and any other recurring charges. The client sees and accepts those amounts before signing or paying. An invoice or checkout may collect the agreed amounts, but it does not silently replace or change the accepted Order Summary. Work begins when the agreement and order are accepted, the initial required payment is received, and the stated kickoff inputs are available.

Metered or third-party charges, such as messaging, email, phone, AI, or other usage-based services when applicable, are separate from a flat service or care fee unless the Order Summary expressly includes an allowance. The client is responsible for those charges under the disclosed billing setup. We will not imply that usage is unlimited merely because platform features are available.

Build payments already made are nonrefundable, except where applicable law requires otherwise or PandaCommission expressly agrees in writing. The paid-in-full and installment options purchase the same agreed engagement; installments are not purchases of isolated files. If an installment is not paid when due, we may pause new work and final handoff after notice and an opportunity to resolve payment. Updating a payment method alone does not satisfy an unpaid installment. If the build ends early, work stops and we document the work completed. PandaCommission may agree in writing to cancel future installments when a client abandons or ends the project; doing so does not refund payments already made. When a payment fails, we will notify the client and give at least seven calendar days to resolve it. We may hold new build

work during that period. We will not suspend hosting or account access solely for that failure during the notice period. If payment remains unresolved after the deadline, we may suspend services and access after checking whether payment was resolved. We will not immediately delete the account or work. Amounts already due remain payable.

4. Panda Funnels platform and System Care

Builds identified for Panda Funnels are implemented in the client's Panda Funnels account. The Order Summary says whether platform access is included during the build and when ongoing System Care begins. While System Care is active and paid, it includes the platform access, hosting, support, and minor upkeep described in the order. Available platform features are not divided into arbitrary feature tiers for this service, though metered and third-party usage remains separate.

Minor upkeep covers small fixes and adjustments to the delivered system. It does not include a new campaign, substantial new functionality, a different offer, a major redesign, or ongoing managed execution. We will quote larger requests separately before doing the work.

System Care renews monthly until the client cancels by written notice to support@pandacommission.com at least three business days before the next renewal. We will confirm the effective date in writing; a valid request is measured when received, not when internally processed. When System Care ends, ongoing platform access, hosting, support, and upkeep end unless a separate arrangement is accepted. Transfer assistance is quoted separately before it begins; a supported subaccount transfer depends on platform eligibility, receiving-party requirements, and the client's separate software account. After service ends, we will retain available project files and account data for up to thirty calendar days where reasonably practicable. Hosting, support, and account access are not guaranteed during this period. The client should request any eligible transfer before it expires. After that period, we may close or delete the account and related assets, except records we must or reasonably need to retain for legal, tax, accounting, security, or backup purposes. Changes to System Care rates for existing clients apply prospectively after at least thirty calendar days' written notice, outside a prepaid period. The client may cancel before the change takes effect.

5. Testing and results

We test the links, forms, tags, automations, and delivery steps listed in the scope before handoff. The client reviews factual accuracy and gives approvals during the agreed acceptance period. We correct defects in the agreed build identified during that period. New direction or expanded scope is handled by a change order.

A clear, working path can improve the customer experience, but sales and conversion depend on the offer, audience, traffic, pricing, sales activity, and market response. We do not promise a specific sales or revenue result.

6. Ownership and confidentiality

The client retains ownership of the brand assets, materials, and content they supply. Upon full payment of amounts due for the build, the client owns the original designs and copy created specifically for their agreed project, and we will provide available source files. Pages, funnels, automations, and other assets built in a third-party platform remain subject to its technical limits and transfer options. Ownership of custom work does not transfer ownership of the Panda Funnels platform, HighLevel or other third-party software, stock assets, fonts, or separately licensed tools. PandaCommission retains its pre-existing methods, reusable tools, frameworks, templates, and know-how. The client receives the right to use any such elements embedded in paid deliverables to operate the agreed system for their own business, but may not resell the system or templates to third parties. The client warrants that it has the right to use supplied copy, images, fonts, branding, and other materials. We may display completed work in our portfolio unless the client opts out in writing. Third-party platforms remain subject to their providers' terms. Each party will use the other's confidential business information only to carry out the work, subject to agreed exceptions.

7. Ending the relationship

The client may request to end an active build in writing. PandaCommission may pause or close an abandoned project after written notice and a reasonable opportunity to respond. Closing the build ends future work; payments already made remain nonrefundable, subject to applicable law, and PandaCommission may waive future installments only by written confirmation. Final handoff of completed deliverables is subject to payment obligations and the ownership terms. Ending an active build is separate from canceling monthly System Care. A client cancellation does not erase amounts already due. We may confirm in writing that future installments will be waived when a build is closed early, but no waiver is implied by a pause or lack of response. If either party materially breaches this agreement, the other may give written notice describing the issue and allow seven calendar days to cure it when cure is possible. The client may request an eligible transition before the retention period ends; transition work is separately quoted and does not include a rebuild on another platform unless agreed in writing.

The client is responsible for keeping authorized user credentials confidential and notifying us promptly of suspected unauthorized access. The client agrees to indemnify PandaCommission, its employees, contractors, and affiliates against third-party claims arising from client-supplied materials, the client's misuse of deliverables, or the client's breach of this agreement, to the extent permitted by law. Neither party is responsible for delay caused by circumstances beyond its reasonable control; affected deadlines will be reasonably extended. Georgia law governs this agreement, and legal actions will be brought in courts in Gwinnett County, Georgia, subject to applicable law. To the maximum extent permitted by law, PandaCommission is not liable for indirect, incidental, special, or consequential damages, including lost profits, lost data, or business interruption. PandaCommission's total liability arising from this agreement will not exceed the amounts the client paid under the applicable Order Summary during the six months

before the event giving rise to the claim. Electronic signatures and recorded electronic acceptance have the same intended effect as handwritten signatures, subject to applicable law.

Signatures

Panda Commission LLC: _____ Date: _____

Client legal name or entity: _____ Date: _____