

## XOOER GEO Service Agreement

**This Agreement is entered into on [Date] by and between:**

Service Provider: XOOER (hereinafter referred to as "XOOER")

Client: [Client Name] (hereinafter referred to as the "Client")

### 1. Definition and Scope of Services

1.1 GEO (Generative Engine Optimization) refers to the strategic optimization of a brand's presence, visibility, and recognition within Artificial Intelligence / Large Language Model (LLM) generated outputs through legitimate and reasonable technical means.

1.2 The scope of services includes, but is not limited to, AI brand impression auditing, structured data recommendations, GEO strategic planning, and the deployment of brand imprints within high-authority data sources.

### 2. Nature of Service: Best Efforts Basis

2.1 The Client acknowledges that GEO is a professional consulting and technical execution service based on current industry knowledge. XOOER's obligation is a "best efforts" obligation, limited to executing strategies in accordance with reasonable industry practices.

2.2 No Guarantee of Results: As the internal algorithms and weighting mechanisms of LLMs (such as ChatGPT, Gemini, Grok, etc.) are proprietary "black-box" technologies and are subject to real-time, unpredictable updates by their respective developers, XOOER explicitly does not guarantee that the Client's brand information will be cited, recommended, or yield any specific positive evaluative outcome by any AI model.

### 3. Disclaimers and Limitation of Liability

3.1 Algorithm and Market Volatility: The AI market and technical landscape are in a state of constant flux. XOOER shall not be held liable for any fluctuations in performance, invisibility, or loss of ranking caused by changes in LLM provider crawling protocols, algorithm updates, or training dataset refreshes.

3.2 Third-Party Platform Risk: GEO strategies often involve placement within high-authority third-party sources (e.g., news outlets, wikis, knowledge bases). XOOER shall not be responsible for the removal, modification, or failure of content caused by the policy changes of these third-party platforms.

3.3 Strategic Advice Only: XOOER provides GEO strategic advice that is legal and reasonable. The Client is solely responsible for the authenticity and legality of the brand materials provided. XOOER will not participate in, and expressly disclaims liability for, any malicious attempts to manipulate AI algorithms or spread misinformation.



#### **4. Fees and Payments**

4.1 Non-Refundability: Given that the services involve immediate intellectual labor and technical execution, all fees paid are non-refundable once the service has commenced, except in cases of gross negligence by XOOER.

#### **5. Governing Law and Dispute Resolution**

5.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (HKSAR).

5.2 Dispute Resolution: Any dispute, controversy, or claim arising out of or relating to this Agreement shall first be resolved through friendly negotiations. If no settlement is reached, both parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.



## XOOER GEO 服务协议

本协议由以下双方于 [日期] 订立：

服务方： XOOER（以下简称“XOOER”）

委托方： [客户名称]（以下简称“客户”）

### 第一条：服务定义与范围

1.1 GEO（生成式引擎优化）指通过合法、合理的策略与技术手段，旨在提升品牌在人工智能/大语言模型（LLM）生成结果中的曝光度、认可度及表现。

1.2 服务范围包括但不限于：AI 品牌印象审计、内容结构化改造建议、GEO 战略规划及高权重数据源的品牌布局。

### 第二条：服务性质：努力义务

2.1 客户确认并理解，GEO 是一项基于现有行业经验的专业咨询与技术执行服务。XOOER 的义务属于“手段性义务（Best Efforts）”，即按照合理的行业标准执行相关策略。

2.2 不保证结果：由于大语言模型（如 ChatGPT, Gemini, Grok 等）的底层算法属于“黑盒”逻辑，且受开发者实时、不可预测的更新影响，XOOER 明确声明不保证客户的品牌信息必然被任何 AI 模型引用、推荐，或产生特定的正面评价结果。

### 第三条：免责声明与赔偿限制

3.1 算法与市场波动：AI 市场与技术环境瞬息万变。若因 LLM 厂商更改抓取协议、调整权重逻辑或更新训练集而导致优化效果波动或失效，XOOER 不承担任何赔偿责任。

3.2 第三方平台风险：GEO 涉及在第三方高权重信源（如权威媒体、百科等）的布局。若因第三方平台政策调整导致内容被删除或限制访问，XOOER 不负责补偿。

3.3 仅限合法建议：XOOER 仅提供合法、合理的 GEO 战略方案。客户应对其提供的素材真实性负责。XOOER 不参与且明确拒绝任何形式的恶意操纵算法或传播虚假信息的行为。

### 第四条：费用与支付

4.1 不予退款性：鉴于本服务涉及即时性的专业智力投入与技术执行，一旦服务启动，除服务方重大过失外，已支付的费用在任何情况下均不予退还。

### 第五条：准据法与争议解决

5.1 准据法：本协议受香港特别行政区法律管辖并按其解释。



5.2 争议解决： 凡因本协议引起的或与本协议有关的任何争议，双方应首先通过友好协商解决。若协商不成，双方同意并接受香港法院的专属管辖权。