

1 DEFINITIONS

- 1.1 "Agreement" means these Terms and Conditions together with any additional agreed terms.
- 1.2 "Client" means the organisation or person who purchases services from Web Incite Ltd.
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- 1.4 "Proposal" means a scope of work, quotation or other similar document describing the services to be provided by Web Incite Ltd.
- 1.5 Web Incite Ltd. means supplier; Web Incite Ltd., 4, The Orchard, Langley, Macclesfield, Cheshire, SK11 0DG

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of services by Web Incite Ltd. to the Client. It is the responsibility of the client to check these terms and conditions periodically for any updates, although where possible and where applicable Web Incite Ltd. will strive to inform clients of any changes that will affect them.
- 2.2 Before the commencement of the services Web Incite Ltd. shall submit to the Client a Proposal which shall specify the services to be performed and the fees payable. The Client shall notify Web Incite Ltd. immediately if the Client does not agree with the contents of the Proposal. All Proposals shall be subject to these Terms and Conditions.
- 2.3 Web Incite Ltd. shall use all reasonable endeavours to complete the services within estimated time frames.

3 FEES AND PAYMENT

- 3.1 The fees for the performance of the services are as agreed in your Proposal. Web Incite Ltd. shall invoice the Client for the services.
- 3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. Web Incite Ltd. shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per annum above the base rate of the Bank of England. In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the services are rendered.

4 CLIENT'S OBLIGATIONS

- 4.1 To enable Web Incite Ltd. to perform its obligations under this Agreement the Client shall:
 - Co-operate with Web Incite Ltd.
 - Provide Web Incite Ltd. with any information reasonably required by Web Incite Ltd.
 - Obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.
 - Deal with Web Incite Ltd. staff in reasonable, professional and non-abusive manner.
- 4.2 The Client shall be liable to compensate Web Incite Ltd. for any expenses incurred by Web Incite Ltd. as a result of the Client's

failure to comply with any part of Clause 4.1.

- 4.3 Without prejudice to any other rights to which Web Incite Ltd. may be entitled, in the event that the Client unlawfully terminates or cancels the services agreed to in the Proposal, the Client shall be required to pay to Web Incite Ltd. as agreed damages, not as a penalty, the full amount of any third party costs to which Web Incite Ltd. has committed; and in respect of cancellations on less than five working days' written notice the full amount of the services contracted for as set out in the Proposal, and the Client agrees this is a genuine pre-estimate of the Web Incite Ltd.'s losses in such a case. For the avoidance of doubt, the Client's failure to comply with any obligations under Clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.
- 4.4 In the event that the Client or any third party, not being a sub-contractor of Web Incite Ltd., shall omit or commit anything which prevents or delays Web Incite Ltd. from undertaking or complying with any of its obligations under this Agreement, then Web Incite Ltd. shall notify the Client as soon as possible and:
 - Web Incite Ltd. shall have no liability in respect of any delay to the completion of any project
 - If applicable, the timetable for the project will be modified accordingly
 - Web Incite Ltd. shall notify the Client at the same time if it intends to make any claim for additional costs

5 ALTERATIONS TO THE PROPOSAL

- 5.1 The parties may at any time mutually agree upon and execute new Proposals. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Proposal, which shall reflect the changed services and fees and any other terms agreed between the parties.
- 5.2 The Client may at any time request alterations to the Proposal by notice in writing to Web Incite Ltd. On receipt of the request for alterations Web Incite Ltd. shall, within 5a period as agreed between the parties, advise the Client by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 5.3 Where Web Incite Ltd. gives written notice to the Client agreeing to perform any alterations on terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise Web Incite Ltd. by notice in writing whether or not it wishes the alterations to proceed.
- 5.4 Where Web Incite Ltd. gives written notice to the Client agreeing to perform alterations on terms different to those already agreed between the parties, and the Client confirms in writing that it wishes the alterations to proceed on those terms, the Proposal shall be amended to reflect such alterations and thereafter Web Incite Ltd. shall perform this Agreement upon the basis of such amended terms.

6. SERVICES

- 6.1 Web Incite Ltd. shall, upon receiving instructions from the client, provide the services laid out in the Proposal. If the client fails to fulfil their obligations (as laid out in the proposal) to provide Web Incite Ltd. with information required for the completion of services then Web Incite Ltd. hold the right to void all services with no refunds issued.
- 6.2 Web Incite Ltd. reserve the right to use clients websites and SEO

results as examples and / or case studies. This includes displaying images and screenshots of sites and / or logos across various medias such as PDF's, blogs etc. If the client wants to opt out of this they can do so by contacting Web Incite Ltd. at any time.

- 6.3 Any ongoing monthly service can be cancelled at any time, for any reason by the client or Web Incite Ltd. by providing 30 days notice
- 6.4 Any offer of free Google Ad Words is dependent on availability.

7 SEARCH ENGINE OPTIMISATION (SEO)

SEO Definitions

"SEO services" refers to all the actions or services provided by Web Incite Ltd. relating to SEO including "social media exposure", "writing product descriptions", "press release submission", "manually create Meta tags", "XML sitemap creation", "Google Shopping optimisation", "Google Places optimisation", all refer to SEO service options which may or may not be included in your Proposal. "Best practice" refers to the generally accepted informally-standardised, best techniques, methods or processes that have proven to be effective at achieving a given task.

- 7.1 In the unlikely event that you choose to end your contract with Web Incite Ltd. it is solely your responsibility to remove any access you have granted Web Incite Ltd. to, for example, your ftp details, your back office, Google accounts or services or any other accounts.
- 7.2 Any SEO work you perform out with our recommendations, including link building, changes to your website or anything else that negatively affects your rankings or your conversions will not be deemed the responsibility of Web Incite Ltd.
- 7.3 Web Incite Ltd. will not be held responsible for any illegal activities your website is involved in or promotes, e.g. selling counterfeit goods.
- 7.4 Any external influences that affect your site negatively through hosting services, domain registration or any others will not be held as the responsibility of Web Incite Ltd.
- 7.5 Unless otherwise agreed; you are responsible for inputting and creating your own content.
- 7.6 Content created on your behalf by Web Incite Ltd., once you have approved it, is no longer the responsibility of Web Incite Ltd. You accept full responsibility for its accuracy, maintenance and its legality.
- 7.7 Search engines change their algorithms regularly, which can result in fluctuations in your search ranking positions. Web Incite Ltd. will not be held responsible if an algorithm change results in dramatic changes to the fortunes of your website and/ or its ranking.

8 Fair Use Policy:

- 8.1 All Google Analytics usage is in line with Google Analytics terms of service.
- 8.2 All Google Webmasters usage is in line with Google account terms of service.
- 8.3 Web Incite Ltd. will not be held responsible for any loss of data you may experience from Google Analytics.
- 8.4 For "Google Places optimisation", Web Incite Ltd. will only act as a consultant offering advice and 'best practice' procedures and techniques in creating and optimising your Google Places listing.

8.5 Sitemap creation will usually be the responsibility of your website designer but if no sitemap exists Web Incite Ltd. will create a sitemap and upload it to Google Webmaster Tools.

8.6 Web Incite Ltd. may need access to your Google Analytics and Google Webmaster Tools data and usually this involves providing access for us from your Google accounts. Web Incite Ltd. can provide assistance to set this up if required.

8.7 For social media exposure, it is your responsibility to create social networking accounts for Facebook, Twitter, LinkedIn and any other social networks Web Incite Ltd. recommends and to provide access to these accounts for Web Incite Ltd. where 'social media exposure' is included in your SEO services.

8.8 For writing product descriptions, Web Incite Ltd. will allocate time every month, taken from your SEO services, as detailed in your SEO specification form.

9 WARRANTY

Web Incite Ltd. warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

10 INDEMNIFICATION

The Client shall indemnify Web Incite Ltd. against all claims, costs and expenses which Web Incite Ltd. may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against Web Incite Ltd. alleging that any services provided by Web Incite Ltd. in accordance with the Proposal infringes a patent, copyright or trade secret or other similar right of a third party.

11 LIMITATION OF LIABILITY

- 11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of Web Incite Ltd. to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.
- 11.2 In no event shall Web Incite Ltd. be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever.
- 11.3 Nothing in these Terms and Conditions shall exclude or limit Web Incite Ltd.'s liability for death or personal injury resulting from Web Incite Ltd.'s negligence or that of its employees, agents or sub-contractors.

12 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 12.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.4 The other party ceases to carry on its business or

substantially the whole of its business; or

- 12.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

14 DATA PROTECTION

All parties involved in the agreement will understand and follow the rules and regulations of the Data Protection Act 1998. This includes codes of practice and the confidentiality of personal information.

15 INDEPENDENT CONTRACTORS

Web Incite Ltd. and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. Web Incite Ltd. may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve Web Incite Ltd. of its obligations under this Agreement.

16 ASSIGNMENT

The Client shall be entitled to assign its rights or obligations or delegate its duties under this agreement with the prior written consent of Web Incite Ltd.

17 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts., such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been served at the time by which the letter was served via recovered delivery.

20 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

21 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

22 GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted and construed according to, and governed by, the laws of England, excluding any such laws that might direct the application of the laws of another jurisdiction.

23 SUSPENSION AND CANCELLATION OF SERVICES

- 23.1 Web Incite Ltd. hold the rights to cancel and suspend any services to the client if they are not responding to any notices or providing the relevant content set out in the Proposal. There has to be a level of commitment from the clients behalf in order for Web Incite Ltd. to provide a full service. If the client fails to provide the relevant content to their package(s) after 4 weeks from sign up date, or neglects to maintain regular correspondence again up to 4 weeks, Web Incite Ltd. reserve the right to suspend any services the client has with Web Incite Ltd.
- 23.2 Any refunds due on cancellation of services as agreed with Web Incite Ltd. will be paid within 60 days of confirmation of cancellation.