

AGREEMENT:

1. Definitions and interpretation

1.1 In this Agreement:

• “**Agreement**” means this agreement (including the Schedule and any appendices thereto) and any amendments to it from time to time;

• “**Business Day**” means any week day, other than a bank or public holiday in [England];

• “**Business Hours**” means between [09:00] and [17:30] on a Business Day;

• “**Charges**” means the amounts payable by the Customer to Company under or in relation to this Agreement (including expenses), calculated in accordance with Clause 7;

• “**Confidential Information**” means:

(a) any information supplied (whether supplied in writing, orally or otherwise) by one party to the other party marked as “confidential”, described as “confidential” or reasonably understood to be confidential.

• “**Control**” means the legal power to control (directly or indirectly) the management of an entity (and “**Controlled**” will be construed accordingly);

• “**Force Majeure Event**” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

• “**Intellectual Property Rights**” means all intellectual property rights wherever in the world, whether registered or unregistered, including but not limited to any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

• “**Personal Data**” has the meaning given to it in the Data Protection Act 1998;

• “**Schedule**” means the schedule attached to this Agreement;

• “**Services**” means SEO services relating to EBay, Online Stores, Websites as detailed in Clause [3];

• “**Term**” means the term of this Agreement;

• “**Listing(s)**” means the URL’s of listing or listings provided by the User to Company for provision of Service

• “**Website**” means the website provided by the User to Company for provision of Service

• “**Online Store**” means the online store provided by the User to Company for provision of Service

1.2 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of this Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of this Agreement; it follows that a general concept or category utilised in this Agreement will not be limited by any specific examples or instances utilised in relation to such a concept or category.

2. Term

This Agreement will come into force at the registration on official website and will continue in force until terminated in accordance with Clause 13.

3. Services

3.1 After registration at official website, Company will promote listings, online store or a website; promotion of the listings, store, website may include the provision of some or all of the following Services:

(a) addition of back links using appropriate keywords to external websites using URL’s, provided by Customer or URL’s chosen by Company if not provided by Customer.

(b) paid and unpaid submission of the URL’s to search engines and web directories;

- (c) the creation and publication of material relating to the ACS on other websites. similar to a press release;
- (d) the implementation and/or utilisation of banners and traffic funnelling websites;
- (e) other website promotion techniques whether known at the date of the Agreement or discovered or disseminated thereafter.

4. Customer Responsibilities

4.1 The Customer will provide to Company:

- (a) assistance in determining appropriate keywords and keyword phrases which should be targeted using the Services;
- (b) URL's to Listing(s) chosen for promotion. In case URL'S are not provided, the Company may choose URL's for promotion from Customer's online store or website based on SEO audit made by Company.
- (c) all other co-operation, information and documentation reasonably required by Company for the provision of the Services.

5. Legality

5.1 Without prejudice to the generality of Clause 10.1, the Customer warrants that any marketing Listing provided by the Customer, or on behalf of the Customer, to Company will have been collected and collated in accordance with all applicable laws and regulations, and that the use of any such Listing by Company for the purposes of the Services in accordance with the instructions of the Customer will not:

- (a) breach any applicable laws (including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003);
- (b) infringe any third party's legal rights; or
- (c) give rise to any cause of action whether against Company, the Customer, or any other person.

5.2 Where Company reasonably suspects that there has been a breach of the provisions of this Clause 5, Company may suspend any or all of the Services and/or the Customer's access to any or all Services while it investigates the matter.

5.3 Any breach by the Customer of this Clause 5 will be deemed to be a material breach of this Agreement.

5.4 The Customer hereby indemnifies and undertakes to keep indemnified Company against any and all liabilities, damages, losses, expenses and costs (including legal expenses and amounts paid in settlement of any claim or legal action) arising, directly or indirectly, out of any breach by the Customer of this Clause 5.

6. Intellectual Property Rights

6.1 The Customer grants to the Company a non-exclusive licence to use the Listing(s), Website, Online Store to the extent required for Company to perform its obligations and exercise its rights under the Agreement.

6.2 All Intellectual Property Rights of all on-page SEO work and content created on a customer listing, remains the property of the customer during AND AFTER the term of the contract.

6.3 The Company will not pass off as their own, any content or images that do not have the appropriate licenses in place for allowed copyright for use within any electronic document or website(s). The Company will not infringe the copyright of the customer's competitor sites and / or leave the customer in a libelous situation howsoever arising.

7. Charges and payment

7.1 The Customer will pay monthly to the Company the Charges in respect of the Services, as stated on official website starting after 14 days of Trial Period.

7.2 The Company will ensure that the Charges in respect of the Services provided in any period do not exceed the specified budget.

7.3 Charges must be paid via the Payment Systems provided by Company on the official Payment Systems secured websites by the Customer himself.

7.4 The Company will not ask for Pay Pall, Credit Card, Debit Card access or any other Payment System access from the Customer.

7.5 The Company will:

- (a) ensure that the personnel providing the Services complete records (reports) on progress.
- (b) retain such records and evidence during the Term and for the period of Agreement.
- (c) supply such records and evidence to the Customer each 10 Business Days.

8. Warranties

8.1 The Customer warrants to Company that it has the legal right and authority to enter into and perform its obligations under this Agreement.

8.2 The Company warrants to the Customer that it will perform its obligations under this Agreement with reasonable care and skill.

8.3 The Customer acknowledges that:

(a) Google algorithms will change from time-to-time, which may affect the SEO rankings in the search engine results pages, and Company has no control over such changes;

(b) it can take times for the Organic Search to have any significant effects upon the ranking of a Listing, Website, Store in the search engine results pages;

(c) Ranking is an ongoing task and, should the Customer terminate this Agreement and/or stop promoting the Listing(s), Website, Online Store that would be likely to have a negative impact upon the effects of the Services;

(d) Company will not be responsible for any alterations to the Customer Property made by the Customer or any third party that reverse or effect changes made to the Property by Company as part of the Services;

(e) the promotion of the Listing(s), Store or Website may lead to higher Online traffic.

(f) notwithstanding the Services, the search engine results page rankings and traffic levels may decrease as well as increase..

8.4 The Company does not warrant that any particular results will be achieved through the SEO. Where Company indicates specific targets that it will attempt to meet through the provision of the Services, such targets are not warranted and a failure to meet such targets will not be a breach of the Agreement.

8.5 All of the parties' liabilities and obligations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

9. Limitations and exclusions of liability

9.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

- 9.2 The limitations and exclusions of liability set out in this Clause 9 [and elsewhere in the Agreement]:
- (a) are subject to Clause 9.;
 - (b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement], including liabilities arising in contract, in tort (including negligence) and breach of statutory duty; and
- 9.3 Neither party will be liable in respect of any consequential loss including but not limited to loss of profits, income, revenue, use, production or anticipated savings.
- 9.4 Neither party will be liable for any loss of business, contracts or commercial opportunities.
- 9.5 Neither party will be liable for any loss of or damage to goodwill or reputation.
- 9.6 Neither party will be liable in respect of any loss or corruption of any data, database or software unless such loss or corruption of data arises as a result of negligence or willful misconduct of a party.
- 9.7 Neither party will be liable in respect of any special, indirect or consequential loss or damage.
- 9.8 Neither party will [be liable for any losses arising out of a Force Majeure Event.
- 9.9 Neither party's aggregate liability under the Agreement] will exceed the total amount paid or (if greater) payable by the Customer to Company under the Agreement.

10. Data protection

10.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Company under this Agreement, and that the processing of that Personal Data by Company for the purposes of and in accordance with the terms of this Agreement will not breach any applicable laws.

10.2 The Company warrants that:

- (a) it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by Company on behalf of the Customer; and
- (b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by the Company on behalf of the Customer.

11. Confidentiality

11.1 Each party will keep confidential the Confidential Information of the other party, and will not disclose that Confidential Information except as expressly permitted by this Clause 11.

11.2 Each party will protect the confidentiality of the Confidential Information of the other party using at least reasonable security measures.

11.3 The Confidential Information of a party may be disclosed by the other party to its employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.

11.4 These obligations of confidentiality will not apply to Confidential Information that:

- (a) has been published or is known to the public (other than as a result of a breach of this Agreement);
- (b) is known to the receiving party, and can be shown by the receiving party to have been known to it, before disclosure by the other party; or (c) is required to be disclosed by law, or by an order (binding upon the relevant party) of a competent governmental authority, regulatory body or stock exchange.

12. Publicity

Neither party will make any public disclosure relating to this Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party.

13. Termination

Either party may terminate this Agreement immediately by giving written notice to the other party within 3 (three) business days.

14. General

14.1 Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by pre-paid first class post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address given in the Schedule (or as notified by one party to the other in accordance with this Clause).

14.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice is sent by first class post, [48 hours] after posting; and
- (c) where the notice is sent by fax or email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

14.3 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

14.4 If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

14.5 Nothing in this Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

14.6 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

14.7 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any rights or obligations under this Agreement.

14.8 The Company may not subcontract any of its obligations under this Agreement to any third party.

14.9

- (a) this Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
- (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement; and
- (c) neither party will have any liability other than pursuant to the express terms of this Agreement.

14.10 This Agreement will be governed by and construed in accordance with the laws of England ; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.