

# Place1 Terms and Conditions

This Agreement is entered into between Pleas Limited (parent company of Place1) (Company No.6603766) (the **Company**) and the Client (name stated in the Agreement) effective from the Agreement Date (as stated in the Agreement) for at least the Minimum Term.

1. The Company agrees to provide the Client with Managed Search Engine Marketing Services (“**MSEM**”) as described in this Agreement.
2. The Agreement shall come into force for the Minimum Term of 12 months from the Agreement Date (the **Minimum Term**). The Client shall pay the Company the Annual Fee in full for MSEM. The Client may pay the Annual Fee in advance or pro-rata monthly by standing order (or other pre-agreed means). The pro-rata monthly amount shall be payable on the same date each month as the Agreement Date e.g. if the Agreement Date is 10th January payment shall be due on the 10th day of each month for the Minimum Term.
3. The MSEM service provides the Client with optimisation, reporting and management of search engine rankings, which is intended to achieve and maintain improved search listings. Results of such positioning shall be available to the Client via the Company’s Web Site. MSEM Services include:
  - Researching keywords and phrases to select appropriate, relevant search terms for the Client’s Web Site. The Company and the Client will agree a list of keywords and phrases during the first phase of service provision.
  - Optimising the Client’s Web Site for search engine submission by editing various html tags and page text as necessary prior to submission to selected search engines and directories.
  - Where required submitting the Client’s pages to the principal search engines and directories by hand.
  - Acquiring inbound links for Client’s Web Site as required.
  - Providing traffic and positioning information on the Company’s “Client Portal” that includes rankings, link popularity and traffic. This can be accessed by the Client via a unique access account.
  - Providing on-going management of search engine optimisation process.
4. In order that the Company can provide these services, the Client agrees to
  - Provide the Company with current passwords and user IDs needed to gain remote access to the Client’s Web Site files via FTP software. The Company will keep the passwords and user IDs confidential. The Client will alert anyone who has access to the Client’s Web Site that the Company is performing work on the Client’s Web Site.
  - Where FTP access is not possible, provide an email address of a technician who can upload requested changes on a timely basis. The Company cannot be held

responsible for delays once the technician has been notified of the upload request. A copy of the request will be sent to the Client.

- Not promote any duplicate content that will conflict with Company's efforts
- Provide access to raw log files or existing statistical reporting to facilitate Web Site traffic reporting. The Company will be unable to supply these reports if neither raw log files nor existing statistical reporting is available.
- If the Client's Web Site is light in textual content, the Client will provide additional relevant text content in electronic format for the purpose of creating additional web pages. This may include the Client having to provide content, such as 350-word and 500-word "articles" about each of their keyword phrases selected.
- Grant authority to Company to make non-financial decisions on behalf of Client relating to this MSEM service should the Client not be available nor accessible for a period of at least ten days. This may include changes to keywords or content changes required to deliver successful results.
- Place, have placed, or grant permission to place a link to the Company's own web site to assist in its online promotion. This is completely optional but will be implemented as standard unless requested otherwise.

5. Client acknowledges the following with respect to the services:

- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, the Company cannot and does not guarantee search engine positions for any particular keyword, phrase or search term or that the search engine or directory will select the Client's keywords/phases.
- The Company has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client Web Site may be excluded from any directory at any time at the sole discretion of the search engine or directory.
- Some search engines and directories may take as long as several months, and in some cases longer, after submission to list the Client's Web Site. Any changes requested by the Client or deemed necessary by the Company after submission, therefore, will take a subsequent period of time. Occasionally, search engines will stop accepting submissions for an indefinite period of time.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often listing will "reappear" without any additional submissions. Should the listing not reappear, the Company will re-submit the site based on the current policies of the search engine in question.
- Some search directories offer expedited listing services for a fee. The Company encourages clients to take advantage of these expedited services, as the Company has had a high success rate using these services. The Client is responsible for expedited service fees.

6. The Company will provide guidance and analysis to the Client to assist the Client in identifying the appropriate keywords, phrases and search terms for the Client's Web Site. The Client acknowledges that the Client is responsible for providing all information requested by the Company including information relating to keywords and phrases and the Company shall rely on such information and shall have no liability to the Client in respect of the suitability of the keywords, phrases or for changes which have been requested by the Client. If the Client (or a third party other than the Company) alters or amends the keywords or phrases or any other aspect of the Client's Web Site including changing the meta-tags or redesigning the Web Site (or

the Company alters or amends the Client's Web Site in accordance with the Client's instruction) the Company shall have no responsibility or liability to the Client if the amendments or alterations adversely affect the search engine rankings of the Client's Web Site.

7. The Company may offer new or additional services to the Client. Such new or additional services may be subject to additional terms and conditions and may cost extra. These shall be charged at the Company's then current rates in force from time to time.
8. The Company makes no other claims, warranties, or guarantees with respect to the services it provides. Jurisdiction over any disputes arising under or pertaining to this Agreement or to the services rendered by the Company pursuant to this Agreement will be limited exclusively to English law.
9. The Company's liability in respect of any Event of Default (whether in contract or tort or pursuant to express or implied terms of this Agreement) shall be limited (in respect of any one incident or series of connected incidents) to 1.5 times the fee paid by the Client under the Agreement in the preceding 12 months. "Event of Default" in this Agreement shall mean (i) any breach of the Company's contractual obligations arising under the Agreement; (ii) any misrepresentation, false statement or tortious act or omission including negligence made or arising under or in connection with the Agreement; and (iii) any other negligence or breach of statutory duty.
10. The Company shall not be liable to the Client in respect of any Event of Default for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Client incurring the same.
11. The Company does not exclude its liability for death or personal injury, nor for fraudulent misrepresentation.
12. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to the Company for inclusion on the Client's Web Site are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend the Company and its subcontractors from any liability or suit arising from the use of such elements.
13. Confidentiality: During the term of this Agreement, and thereafter the Company shall not, without the prior written consent of the Client, disclose to anyone any information of a confidential nature relating to the Client's Web Site other than information or knowledge which:
  - A. is disclosed by the Client without restriction;
  - B. comes into the public domain through no breach by the Company;
  - C. or is rightfully received by the Company from a third party.
14. Nothing in this Agreement shall prevent the Company from referring to the Client by name, in advertising or promotional material, proposal or other documents, or describing the type of services performed for the Client.

15. The Minimum Term of this Agreement is twelve months from the Agreement Date. Due to the extensive up-front cost and effort involved with the nature of this type of the service, upon the termination of the MSEM service by the Client the Client shall pay to the Company all charges due and a lump sum equivalent to the total of all of the monthly or other periodic payments still remaining on the Minimum Term by cheque payable to Pleased Limited.
16. If the performance of the Services is such that it may (subject to this Agreement) entitle the Client to terminate this Agreement, the Client shall not do so but shall first ask and give the Company reasonable time to rectify the alleged defective Services. In the event that the Company are unable to rectify the alleged defective services to the reasonable satisfaction of the Client, the Client may terminate this Agreement.
17. Expiry of the Minimum Term:
  - **Where the Client has paid the Annual fee in advance:** Within 30 days prior to the expiry of the Minimum Term (the “**Renewal Period**”) the Company will notify the Client that the Minimum Term is due to expire and will provide the Client with details of any increase/decrease to the fees and terms and conditions for renewal (the “**Renewal Notice**”). Unless the Client has notified the Company within the Renewal Period that they wish to terminate the MSEM services the Agreement will continue upon expiry of the Minimum Term for a further full years service (subject to any minimum term in force) in accordance with the fees and terms and conditions set out in the Renewal Notice. In the event that the Client terminates the Agreement within the Renewal Period the Agreement will terminate and any outstanding payments will be payable immediately.
  - **Where the Client is paying the Annual fee monthly:** The Agreement shall be renewed automatically at the end of the Minimum Term and shall continue indefinitely thereafter until terminated by either party giving not less than 60 days prior written notice to expire on or after expiry of the Minimum Term.
  - Any renewal will be at the Company’s sole discretion. The rates applicable to any renewal are subject to change by the Company from time to time in its absolute discretion. If the Company increases/decreases it’s charges, it will give the Client at least [30] days' notice.