

## SEO TERMS

Upon agreeing the to instruct Pinnacle Internet Marketing after receiving a quotation, whether verbal, email or by a full proposal, you agree to our terms and conditions as follows:

### AGREED TERMS

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions.

**Agreement:** the contract between the Company and the Client for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

**Applicable Laws:** all applicable laws, statutes, regulations from time to time in force.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** the day on which the Company is to start provision of the Services, as set out in the Contract Details.

**Conditions:** these terms and conditions set out in clause 1 to clause 24 (inclusive).

**Contextual Links:** the exclusive external links contained within an article which is relevant to the Client's business.

**Client Materials:** all documents, information, data, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Company in connection with the Services, including the items provided pursuant to Clause 4.1d).

**Charges:** the charges payable by the Client for the supply of the Services by the Company, as set out in the Contract Details.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Deliverables:** any reports, documents, products and materials provided by the Company to the Client in relation to the Services (excluding the Client Materials).

**Directory:** an online directory that categorises business websites and provides links to such websites.

**Directory Submissions:** submissions of the Website to a Directory.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain

names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Keywords:** the words and symbols to be used as an input for an internet search.

**Links:** references from a document or website, such as but not limited to hyperlinks or text links, which takes a person to the Website when that person clicks on it.

**Rankings:** the position of the Website in the Google and Bing UK search engines' organic listings for the keyword searched.

**Services:** the services to be supplied by the Company to the Client as set out in Schedule 1 to this Agreement.

**SEO Package:** the site engine optimisation package of services offered by the Company and purchased by the Client as set out in the Contract Details.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Upfront Fee:** the sum payable by the Client on or before the Commencement Date, as set out in the Contract Details.

**VAT:** value added tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes email but not fax.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Commencement and duration**

This Agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with Clause 10 (Termination) or this clause, this agreement shall continue for one calendar month (**Initial Term**) and shall automatically extend for one calendar month (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than one calendar month before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

## **3. Provision of Services**

- 3.1 The Company shall use reasonable endeavours to supply the Services, and deliver the Deliverables to the Client, in accordance with this Agreement in all material respects.
- 3.2 The Company shall use reasonable endeavours to meet any performance dates specified in Schedule 1 but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this Agreement.
- 3.3 The Company shall provide any additional service as may be agreed in writing between the parties from time to time.

## **4. Client's obligations**

- 4.1 The Client shall:
- a) co-operate with the Company in all matters relating to the Services;
  - b) provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's Website, data and other facilities as reasonably required by the Company;
  - c) provide to the Company in a timely manner all documents, information, items, logos, trademarks and materials in any form (whether owned by the Client or third party)

reasonably required by the Company in connection with the Services and ensure that they are accurate and complete in all material respects; and

- d) provide to the Company additional relevant text content in electronic format reasonably required by the Company for the purpose of creating additional web page(s) on the Website.

4.2 If the Client chooses, or is provided with, a user identification code, account number or password as part of the Services, the Client must treat such information as confidential.

4.3 The Client must immediately inform the Company if it knows or suspects that a user identification code, account number or password has been or is likely to be compromised or used in an unauthorised way.

4.4 The Company shall not be liable for any losses caused by the Client's failure to keep any user identification code, account number or password confidential.

4.5 If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

## **5. Charges and payment**

5.1 In consideration for the provision of the Services, the Client shall pay the Company the Charges in accordance with this Clause 5.

5.2 If applicable, the Client shall pay the Supplier the Upfront Fee on or before the Commencement Date.

5.3 The Company shall invoice the Client for its Chargeable Fee monthly in advance, at the beginning of the month.

5.4 The Client shall pay each invoice submitted by the Company:

- a) within 30 days of the date of the invoice; and
- b) in full and in cleared funds to a bank account nominated in writing by the Company, and

time for payment shall be of the essence of the Agreement.

5.5 All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts

in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 If the Client fails to make a payment due to the Company under this Agreement by the due date, then, without limiting the Company's remedies under Clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.7 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Intellectual property rights**

6.1 In relation to the Deliverables:

- a) the Company and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials;
- b) the Company grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Client Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
- c) the Client shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.1(b).

6.2 In relation to the Client Materials, the Client:

- a) and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and
- b) grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Services to the Client.

6.3 The Client:

- a) warrants that the receipt and use of the Client Materials in the performance of this Agreement by the Company, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- b) shall indemnify the Company in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or

incurred by the Company arising out of or in connection with any claim brought against the Company, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials.

## **7. Data protection**

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Company is the processor.
- 7.3 The Company shall only process personal data provided to the Company by the Client:
- a) for the duration of this Agreement; and
  - b) for the purpose of providing the Services.
- 7.4 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of this Agreement.
- 7.5 Without prejudice to the generality of clause 7.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under this Agreement:
- a) process that personal data only on the documented written instructions of the Client unless the Company is required by Applicable Laws to otherwise process that personal data. Where the Company is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Client;
  - b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity,

availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- e) notify the Client without undue delay on becoming aware of a personal data breach; and
- f) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the personal data.

7.6 The Client does not consent to the Company appointing any third-party processor of Personal Data under this Agreement without its prior written consent. If the Client does so consent, the Company confirms that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7. As between the Client and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.

7.7 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## **8. Confidentiality**

8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.



- 8.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
  - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **9. Limitation of liability**

9.1 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 The Company shall not be liable under or in connection with this Agreement or any collateral contract for any:

- a) loss of revenue;
- b) loss of actual or anticipated profits;
- c) loss of contracts;
- d) loss of business;
- e) loss of opportunity;
- f) loss of goodwill;
- g) loss of reputation;
- h) loss of, damage to or corruption of data; or
- i) any indirect or consequential loss,

in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

9.3 Subject to Clause 9.1, the Company's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total charges (calculated by reference to the charges in successive one-month periods from the Commencement Date) paid and payable by the Client under all this Agreement.

## **10. Termination**

10.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2 Without affecting any other right or remedy available to it, the Company may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

10.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Agreement if the Client fails to pay any amount due under the Agreement on the due date for payment.

## **11. Consequences of termination**

11.1 On termination or expiry of this Agreement:

- a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Client may submit an invoice, which shall be payable immediately on receipt;

- b) the Company shall on request return any of the Client Materials not used up in the provision of the Services; and
- c) the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Intellectual property rights), clause 8 (Confidentiality), clause 9 (Limitation of liability), clause 11 (Consequences of termination), clause 15 (Waiver), clause 17 (Severance), clause 19 (Conflict), clause 24 (Governing law).

11.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 12. **Force majeure**

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 14 days, the party not affected may terminate the Agreement by giving 7 days' written notice to the affected party.

## 13. **Assignment**

13.1 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Company.

13.2 The Company may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

## 14. **Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 15. **Waiver**

15.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**16. Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**17. Severance**

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

17.2 If any provision or part-provision of this Agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**18. Entire agreement**

18.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

**19. Conflict**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedule, the provisions of this Agreement shall prevail.

**20. No partnership or agency**

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**21. Third party rights**

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 22. Notices

- 22.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - b) sent by email to such email address as notified to the other party from time to time.
- 22.2 Any notice shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 22.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 23. Counterparts

- 23.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

## 24. Governing law and Jurisdiction

- 24.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **Schedule 1 Services Details**

### **1. Services**

The services as outlined in the relevant SEO Package and this Schedule.

#### **Initial audit of Website**

All SEO Packages include an initial audit of the Website. During the Initial Term, the Company will review the Website and:

- Check whether Website is mobile friendly;
- Check Google Search Console for indexed version of the Website;
- Check Website load speed;
- Where necessary, fix any indexing problems of the Website;
- Check organic traffic of Website via Google Analytics;
- Analyse backlink profile of Website;
- Review Website content;
- Research competitor websites of the Client, market share and search traffic as the Company deems appropriate;
- Provide an initial strategy brief to the Client in accordance with the SEO Package;
- Research and provide a Keyword analysis to the Client; and
- Set up, where necessary, relevant monitoring software to allow the Client to log in and monitor the Rankings and Links.

#### **On-site optimisation**

The Company will use reasonable endeavours to optimise all pages of the Website in accordance with the SEO Package, including:

- Selecting Keywords, subject to the Client's approval (the number of Keywords will depend on the SEO Package);
- Editing and optimising various html tags, page text and images on the Website as necessary;
- Preparing a computer code for the Client's Website, where the Company considers necessary;
- Designing a site map, where necessary;
- Advising on increasing the text on the Website as the Company, in its sole discretion, deems appropriate to ensure that search engines will see the Website more easily.

## **Off-site optimisation**

The Company will use reasonable endeavours to optimise the Website across the web in accordance with the SEO Package, including:

- Building Links, using a combination of:
  - one-way backlinks;
  - blog comments;
  - social bookmarking;
  - social media profiles; and
  - Directory Submissions.
- Building Contextual Links, using a combination of:
  - external websites;
  - blogs;
  - social media networks;
  - video sharing sites and other Web 2.0 sites.

## **Reporting**

Subject to the SEO Package, the Company will provide a monthly report at the end of every calendar month showing the Rankings for the defined Keywords and making any suggestions to the Client on how to increase traffic to the Website.

### **2. Service levels**

The service levels as outlined in the SEO Package.