

"Marketing By Web"
Web Marketing Services Terms of Business

In these terms and conditions of business (**Terms**) Claire Jarrett trading as "Marketing By Web" is referred to as "we/our/us" and you, the client, is referred to as "you/your". Together the Terms and Engagement Email (to which these Terms are attached) shall be referred to as the **Agreement**.

1. Introduction and appointment

- 1.1 We, Marketing By Web, provide web marketing solutions and relevant training for our clients to increase traffic to our clients' websites with the intention of converting that traffic to sales.
- 1.2 We will, at your request provide the web marketing services set out in the Engagement Email to which these Terms are attached (**Services**).
- 1.3 You hereby appoint Marketing By Web to provide those Services set out in the Engagement Email and any other additional services to which you and Marketing By Web may agree from time to time, subject to these Terms.
- 1.4 We will use reasonable care skill and diligence in providing the Services.
- 1.5 Our appointment shall be effective from the date upon which you confirm acceptance of the Engagement Email (**Effective Date**) (and you may confirm such acceptance by return of email) and shall continue for a period of three (3) months (**Initial Period**) and thereafter unless the Services are completed or until terminated by you by thirty (30) days notice in writing, such notice not to be given during the Initial Period. If you terminate this Agreement prior to the end of the Initial Period, you will still remain liable to pay the full Fees due or which becomes due pursuant to clause 2.
- 1.6 Termination of this Agreement shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provisions herein which are expressly stated as or by reasonable interpretation implied as coming into or continuing in force after such termination.

2. Services

- 2.1 Where the following services are part of the Services then the following relevant provisions apply:
 - 2.1.1 Adwords management, Yahoo search management, Microsoft/bing search management and Facebook Ad management.
 - (a) You hereby give us permission to set up accounts for you and provide you with those log-in details to enable you to log-in and download your own Ad and search management invoices from the relevant companies.
 - (b) You will ensure the invoices referred to above are paid on time and in full.
 - (c) We accept no responsibility or liability for any costs, damages, claims, losses and /or expenses arising out of your failure to keep these accounts secure and you hereby agree to indemnify us for any damages, costs, claims or other expenses that arise out of us arranging these accounts for you as part of the Services.
 - (d) You hereby acknowledge that "click" costs may vary, such that the budget set by you may cover a varying number of "clicks" to your website each month. You further acknowledge that we cannot and do not guarantee either "click" costs, any results from pay per click campaigns, or the delivery or display of advertisements on particular websites and that we cannot guarantee that your website will appear in the front page of the search results.
 - 2.1.2 Search Engine Optimisation
 - (a) You hereby acknowledge that we do not control placement in search engines and as a result we cannot guarantee your website will appear in the front pages of the search results.
 - 2.1.3 Web copy creation:
 - (a) Any intellectual property rights you may have in material which you provide us for use in creating web copy for your website (**Your Material**) shall remain with you.
 - (b) Any intellectual property rights in material created by us (**Our Material**) shall belong to and remain with us and you only have the right to use Our Material in your website.

- (c) You hereby warrant that Your Material and its use by us in providing the Services will not infringe the intellectual property rights of any third party, and you shall indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement or alleged infringement.

3. Fee(s) and Payment

- 3.1 Our fee(s) for carrying out these Services (**Fees**) shall be set out in the Engagement Email.
- 3.2 Fees for any additional services shall be agreed between the parties before we commence such additional services. For the avoidance of doubt, the provision by us to you of additional services shall be subject to these Terms.
- 3.3 We will invoice you for the Fees on receipt of your email confirming acceptance of this Agreement and you will pay such invoice within seven (7) days of the date of such invoice.
- 3.4 Accepted payment methods are (i) standing order, (ii) BACS, (iii) cheque or (iv) Paypal. Cheques should be sent by recorded post and the delivery reference number emailed to us.
- 3.5 Interest of 4% above the base rate of Barclays bank will become payable on all overdue amounts from the due date for payment until the date of actual payment in full and you shall indemnify us in respect of all costs which we incur in collecting overdue amounts, including all legal costs and expenses and the costs of any form of enforcement proceedings.

4. Confidentiality and Intellectual Property Rights

- 4.1 The Services that we provide are solely for you and (except with our express written agreement) no other person shall be entitled to use or rely on these services for any purpose.
- 4.2 Any intellectual property rights arising out of us providing you with the Services shall vest in and remain with us. We hereby grant you a perpetual, irrevocable, world-wide, non-transferable licence to use such intellectual property rights.

5. Your Obligations

- 5.1 You warrant that you have the necessary authority and approvals to appoint us to carry out the Services under this Agreement.
- 5.2 You will promptly provide us any information which we may reasonably request in order for us to properly carry out the Services.
- 5.3 You warrant that any material provided by you to us will not infringe any intellectual property rights of any third parties. You will indemnify us against any damages, claims, losses, costs and expenses, including legal expenses arising out of the same.

5. Warranties

- 5.1 Whilst we endeavour, in carrying out the Services, to increase the traffic to your website we do not warrant such an increase.
- 5.2 Our total liability whether in contract, tort or otherwise, for any loss or damage arising from or in connection with your instructions and the provision of these Services, is limited to an amount equivalent to the Fee(s) payable by you to us. This limit applies to all causes of action against us in respect of or arising from or in any way connected with the work we undertake for you.
- 5.3 Nothing in these Terms shall exclude or in any way limit liability for fraud, death or personal injury caused by negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.

6. General

- 6.1 Either party may terminate the agreement between us at any time by giving notice in writing. If you terminate the agreement, you will still remain liable to pay for any fees which have become due at the date of termination.
- 6.2 Any variation of this Agreement shall be in writing and signed by an authorised representative of both parties.
- 6.3 The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
- 6.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6.5 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

6.6 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.