

## Secure Site | Terms & Conditions of Business

*For Secure Site Digital Ltd of 20-22 Wenlock Road, London, England, N1 7GU (hereinafter referred to as "Secure Site") and any business and/or individuals purchasing the services of Secure Site (hereinafter referred to as 'the client').*

1. Secure Site will provide the client with either Search Engine Optimisation Consultancy and/or Pay Per Click Advertising Management and/or Website Hosting & Support (hereinafter referred to as "the services") as described in this Agreement and as set out in the proposal and/or the plan description.
2. The agreed fee must be paid in full on a monthly basis at the beginning of the billing period. All payments must be made automatically using Secure Site's secure payment processor, GoCardless (<https://gocardless.com/>). Advertising media fees will be invoiced to the client by the advertising media provider and will be paid by the client directly to the advertising media provider. Note: The client will retain full ownership of their advertising account. If the services start date is not the 1st of the month, an initial invoice will be issued for a pro-rated amount corresponding to the number of days during which the services are active prior to the 1st of the month. If the client fails to pay the invoice on time notice shall be sent to the client requesting immediate payment. Should the client fail to pay within 10 working days of receiving the overdue payment notice then work on the service will be suspended at the end of the notice period, as outlined in point 3 of this agreement, and full payment of the work delivered up to the end of the notice period will be due. Suspension of the service does not relieve the client of their responsibilities to honour the notice period. In an instance of suspension, Secure Site will commence with work upon payment being received.
3. The services are supplied on an automatically-renewing monthly basis. For suspension or cancellation of the services the client must notify Secure Site, in writing, at least 30-days prior to the start of the next billing period. The next and final billing period is hereinafter referred to as "the notice period". Once cancellation notice has been received, cancellation of the services occurs at the end of the notice period, or at a later date if requested by the client. The full monthly fee will be due up until the end of the notice period, or up until the agreed cancellation date. Provision of the services cannot be 'paused'.
4. The notice period shall be worked by Secure Site to the fullest possible extent.
5. The services start date shall not be confirmed until the client has paid for the first month of work. Should the client cancel the order more than 21 days prior to the start date, then a full refund shall be issued. Should the client cancel between 15 and 21 days prior to campaign start date, 50% of the first month's up-front payment shall be refunded. The full amount of the first month's work becomes non-refundable 14 days prior to the start date. As of the start date the full notice period is required for suspension or cancellation of the campaign.
6. The SEO services will be "White Hat" and are intended to serve two main purposes: (1) to provide the client with increased exposure in Google and/or selected other search engines, and (2) to drive targeted online traffic to the website. To minimise any risk of gaining Google ranking adjustments (penalties) related to web spam, Secure Site agrees to abide by Google's Webmaster Guidelines as set out at <https://support.google.com/webmasters/answer/35769?hl=en>. Any exceptions to this abiding must be agreed with the client, in writing.
7. Secure Site's SEO and PPC services will include (but are not limited to):
  - ¥ Researching keywords and phrases to select appropriate, relevant search terms.
  - ¥ Researching competitors, industry related data and demographic based search behaviour.

- ¥ Obtaining online PR and “back links” from other related websites, online magazines, blogs and online newspapers in order to generate authority, for the purpose of an increase in Google rankings as well as to generate referral traffic from online exposure on the linking websites.
- ¥ Editing and/or optimisation of text for key transactional website pages, various html tags, meta data, page titles, and other html coding and page text as necessary (also known as ‘onsite optimisation’).
- ¥ Addition of additional SEO related code, such as structured data/ Schema.
- ¥ Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes and with the User Experience also as a priority.
- ¥ Creation and/ or consultation on the creation of informational content for the client’s website, for example in the form of ‘blog posts’ for a blog or news section on the client’s website.
- ¥ Recommend, as required, additional web pages or content for the purpose of “targeting” keyword/phrase searches.
- ¥ Set-up and management of the Google Ads client account and budget on behalf of the website.
- ¥ Create SEO traffic and ranking reports for the website and any associated pages showing rankings in Google on a quarterly, starting from the third month. The PPC Services will be reported on on a monthly basis.

**8. Secure Site’s Website Hosting & Support services will include (but are not limited to):**

- ¥ High performance website hosting and content delivery network services for the client’s website.
- ¥ Website vulnerability monitoring. Where appropriate Secure Site will aim to mitigate website vulnerabilities.
- ¥ The removal of malware and restoration of the website’s functionality in the event of a security breach of the website. Secure Site is not responsible for any unauthorised access, theft or distribution of data or personal information, or any losses resulting from unauthorised access, theft or distribution of data or personal information, by third parties.
- ¥ Daily back-ups of the website. Secure Site will store the back-up image for a period of 30 days.
- ¥ Four client-requested website actions per month, limited to 10 minutes per action (hereinafter referred to as “included quick fixes”), unless otherwise agreed. For client requested actions above and beyond the included quick fixes, Secure Site will notify the client of any additional time required and the resulting costs will be charged at Secure Site’s standard hourly rate. The additional costs incurred will be invoiced separately or added to a later invoice. Should client requests regularly extend beyond the included quick fixes provision then Secure Site will inform the client and propose a new monthly fee. Upon receipt of the client’s approval for the new monthly fee, Secure Site will adjust the monthly bill to reflect the agreed fee with immediate effect.
- ¥ Periodic updates to the website’s software, to include: code plugin modules, content management system core updates, scripting language updates and server updates. Updates will be made according to priority and need. Secure Site is not responsible for any disruption to

the website service caused by plugin code errors and incompatibility. If an error occurs, Secure Site will resolve the error, if this can be done within the monthly quick fix allocation, or will notify the client that additional time is required to fix the plugin error(s) and will agree on a cost with the client in advance. Whilst this process occurs, Secure Site will restore the site to a backed-up version. In some cases, Secure Site will not update all plugins if new plugin versions are likely to cause instability, or are unnecessary to the security and functioning of the site.

- ¥ Email or telephone support during normal office hours. Secure Site will endeavour to support the client on all issues relating to the functioning of the website. If a request, or the volume of requests, fall outside the scope of reasonable 'day to day website support' Secure Site will provide a quote for an increased level of support. Certain items may fall within a consultancy category and would therefore be undertaken on a project basis.

**9.** For the purposes of receiving professional services and for the duration of the services provision, the client agrees to provide the following:

- ¥ Access to the Content Management System & advertising account management console for analysis of content and structure.
- ¥ Permission to make changes through the Content Management System, advertising account management console and for the purpose of optimisation and advertising, and to communicate directly with any third parties e.g. the web designer/ developer, if necessary.
- ¥ Access to existing website traffic statistics for analysis and tracking purposes.
- ¥ Authorisation to use a selection of the client's pictures, logos, trademarks, web site images, pamphlets, content, etc. for assistance with the provision of the services. This content may be agreed upon between Secure Site and the client on an 'as and when' basis, whenever the need arises.

**10.** Secure Site agrees to keep all of the client's confidential information confidential. Confidential information shall be classified as any information about the client as well as the client's products, services, research, legal proceedings, data, employees, clients, partners or affiliates of the client that has been provided to Secure Site by the client but that is not information available to the public. Confidential information that is related to the the services shall be retained within Secure Site and shall only be shared with employees and trusted freelancers, and only for the purposes of enhancing the services. Any exceptions to this clause must be provided to Secure Site in writing from the client.

**11.** The client acknowledges the following in respect to the services:

- ¥ All fees are non-refundable, save for any itemised below.
- ¥ All fees, services, documents, recommendations, and reports are confidential and remain the property of Secure Site.
- ¥ Secure Site 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 website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- ¥ Google Webmaster Guidelines makes it clear that SEO agencies should not guarantee rankings. For this reason, and combined with additional reasons including a) the competitiveness of some keywords/phrases b) ongoing changes in search engine ranking algorithms c) other competitive factors, Secure Site does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term. However Secure

Site believes top 10 and better positions to be achievable for the client and will do everything within its reasonable capacity, as dictated by the budget of the campaign, to obtain such rankings for the client's chosen search terms, using SEO best practice to do so.

- ¥ Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for approximately 3-months. This is referred to as the "Google Sandbox."
- ¥ The campaign proposal offers the pre-start findings of the Secure Site team. SEO campaigns must be flexible, and the SEO account manager will need to have the ability to change campaign strategy or chronology to best serve the client at any given time. Any significant change in strategy will be agreed with the client in writing beforehand.
- ¥ Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO.
- ¥ Some high quality blogs, magazines, search directories and partner websites offer expedited listing services for a fee. If the client wishes to engage in said expedited listing services (e.g. paid articles in high profile publications), the client is responsible for all paid for inclusion or expedited service fees. If the client has a link budget, then this shall cover this fee.
- ¥ Gaining links from 'Black Hat' sites such as link farms, content farms or other such websites set out in Google's Webmaster Guidelines can seriously damage all SEO efforts. Secure Site will not engage in such link building. Secure Site does not assume liability for the client's choice to link to or obtain a link from any particular website without prior consultation with Secure Site.

**12.** Secure Site is not responsible for changes made to the website by the client or other parties that adversely affect the search engine rankings of the website.

**13.** Additional Services not listed herein will be provided for a fee (either an hourly rate or set-by-project fee). This is to be agreed with the client in writing prior to the commencement of such work, and is subject to Secure Site agreeing to work on any additional services not listed herein.

**14.** The client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Secure Site for inclusion on the website above 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 Secure Site and its subcontractors from any liability or suit arising from the use of such elements.

**15.** Secure Site is not responsible for the client overwriting work to the website without consultation and prior agreement (e.g. the client/webmaster uploading over work already provided/optimised). The client will be charged an additional fee (either an hourly rate or set-by-project fee) to be agreed with the client in writing prior to the commencement of such work. Notwithstanding any other provision of this Agreement, Secure Site's obligation to provide free services (services at no additional cost to that agreed as the monthly fee) shall cease in the event the client's conduct overwrites work already provided. For example, if the client's webmaster uploads content without consulting Secure Site, then Secure Site's is not obliged to rectify any errors created by the new content for free.

**16.** The client and Secure Site acknowledge and agree that the Specifications and all other documents and information related to the development of the services (the "Confidential Information") will constitute valuable trade secrets of Secure Site. The client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Secure Site's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

**17.** This Agreement shall be governed by the laws of the United Kingdom and the parties submit to the exclusive Jurisdiction of the courts of England in respect of any dispute or difference between them arising out of this Agreement. Any dispute or difference can also be resolved outside the court by appointing an independent third party (also known as arbitrator) on mutual agreement of the client and Secure Site.

**18.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

**19.** If any provision of this agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

**20.** These Terms & Conditions contain the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of these Terms & Conditions shall be valid unless made in writing and signed by both parties hereto.