

Secure Site Digital Ltd | Terms & Conditions

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. Monthly fees 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/>) unless otherwise agreed in writing. Advertising media fees will be invoiced to the client by the advertising media provider and the invoiced amount will be paid directly to the advertising media provider by the client. (E.g. the client will have full ownership of their Google Ads account and will pay any advertising fees directly to Google). If the campaign 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 campaign is active prior to the 1st of the month. If the client fails to pay any invoice on time a notice shall be sent to the client requesting immediate payment. Should the client a) fail to pay within 5 working days of receiving the missed payment notice or b) be late for payment on more than three invoices then work on the campaign will be suspended until the payment is made in full. Suspension of the campaign does not relieve the client of their responsibilities to honour the notice period, as outlined in point 3 and 4 of this agreement. In an instance of suspension, Secure Site will commence with work upon payment being received, and will complete all paid for work.

2. Campaigns cannot be 'paused'.

3. The campaign is on a rolling monthly contract. For suspension or cancellation of the campaign the client must notify Secure Site, in writing, at least 30-days prior to the end of the billing period. Cancellation of the campaign occurs at the end of a billing period, or at a later date if requested by the client. The full monthly fee will be due up until the end of the billing period in which the cancellation request was made, or up until the agreed cancellation date, if this date is later than the end of the billing period in which the cancellation request was made.

4. The final billing period shall be worked by Secure Site to the fullest possible extent.

5. The campaign start date shall not be confirmed until the client has paid for the first month of work, which shall be invoiced for within 5 working days of the signing of this agreement. 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. Secure Site's Services will be "White Hat" SEO and PPC on the website. The SEO and PPC Services are intended to serve two main purposes: (1) to provide the client with increased exposure in Google, 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 & PPC 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. For the purposes of receiving professional SEO and PPC services and for the duration of the campaign, the client agrees to provide the following:

- ¥ Access to the Content Management System & Google Ads account for analysis of content and structure.
- ¥ Permission to make changes through the Content Management System and Google Ads account 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 search engine optimisation. This content may be agreed upon between Secure Site and the client on an ‘as and when’ basis, whenever the need arises.

9. 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 SEO campaign shall be retained within Secure Site and shall only be shared with employees and trusted freelancers, and only for the purposes of enhancing the SEO campaign. Any exceptions to this clause must be provided to Secure Site in writing from the client.

10. The client acknowledges the following in respect to SEO services:

- ¥ All fees are non-refundable, save for any itemised below.
- ¥ All fees, services, documents, recommendations, and reports are confidential.
- ¥ 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. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, Secure Site will re-optimize the website/page based on the current policies of the search engine in question.
- ¥ 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.

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

12. Additional Services not listed herein (such as managing social media channels) 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.

13. 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.

14. Secure Site is not responsible for the client overwriting SEO work to the website or PPC account settings and structures 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 SEO or PPC services (services at no additional cost to that agreed as the monthly fee) shall cease in the event the client's conduct overwrites the SEO or PPC services provided. E.g. 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.

15. The client and Secure Site acknowledge and agree that the Specifications and all other documents and information related to the development of SEO and PPC (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.

16. 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.

17. 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 these Terms and Conditions.

18. If any provision of this Terms and Conditions 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.

19. 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.