

Marketing Service Levels, Terms and Conditions

Thank you for choosing Maratopia Digital Marketing Ltd for your Internet Marketing. So that we start off on the right foot we are giving you some information on what you can expect from us. In this document we will detail the following areas:

- What have I bought?
- What happens next?
- What are the Service Level Agreements?
- Who do I contact?
- What happens if I am not happy or if I want to cancel?

What have I bought?

Internet Marketing is the process of improving the visibility of your website and increasing traffic delivery by leveraging one or more of the following digital disciplines: Search Engine Optimisation, Pay Per Click Marketing, Email Marketing & Social Media Marketing.

Specific services agreed to are outlined in the proposal and confirmed on our invoice to you.

What Happens Next?

In the first month we will complete the Set-up which involves the following tasks listed below, it is important that we start off with a baseline understanding of your website and ensure we have the foundations correct to enable us to build on in the preceding months.

Who do I contact?

You will be assigned a dedicated account manager to work on your website and report back to you on a monthly basis.

You can call the office Monday to Friday between 9am and 5pm to discuss your campaign on 01484 443322. Outside of these hours we have an answering service so that you can leave a message.

What to do if I am not happy or if I want to cancel?

If you are unhappy with the service or campaign your first step should be to address the issue verbally or by e-mail with your account manager, we will do our best to accommodate your concerns, it may necessitate a review meeting where we can analyse the campaign and your concerns in more detail.

If you are still not satisfied, please feel free to contact our owner and Managing Director:

Stephen Harvey-Franklin

steve@maratopia.co.uk

Steve will call you to see how we can best rectify any issues.

If you still wish to cancel, then simply notify us in writing, giving 90 days notice. We will then ensure a smooth handover, we are keen to maintain good relations and many customers do return back to us after they have paused a campaign.

What are the Agreed Service Levels?

Purpose:

To provide You with web based marketing services such as Search Engine Optimisation, Pay Per Click, Email or Social Media Marketing and other web based services, outlined in this document, on your website/s.

Your Obligations:

- You must appoint one internal contact person, identified at the end of this agreement, who will serve as the final decision maker and be authorised to provide timely approval, in writing, for any required sign-off stages.
- The Contact will be available for consultation with the Maratopia project team members, as needed, during normal business hours. The Sign-off Stages will be:
- Final Keyword/phrase Approval – keywords and phrase in the proposal must be approved in writing within 10 business days of the execution of the Service Agreement. (SEO & PPC only)
- You will provide all of the additional text and graphical images (the “Graphical Content”), for use in your website.

Reporting:

We will send you a monthly report no later than the 12th each month of comprising;

- What we've done
- What we plan for the following month
- Performance insights from Analytics and any other system relevant to your campaign

Term and Payment:

- The set-up fee (if applicable) is fully payable and upon the execution of this Service Agreement.
- You will be invoiced once monthly in advance, on the 1st of each month, beginning on the first full billing cycle after execution of this agreement. Payment is due, in full, within thirty (30) days of the date of the invoice. Late payments and cheques returned for insufficient funds may be subject to a ten percent (10%) interest penalty.

Termination:

This agreement may be terminated by either party with 90 days notice. Notice may be given via confirmed receipt electronic mail or via facsimile.

Other Charges:

- Maratopia reserves the right to increase the management service fee from time to time, 30 days notice will be given.
- If you wish us to market new products and services, setting up this element of the campaign may attract an additional set up fee
- From time to time we may recommend changes to your website to improve the conversion rate, the bounce rate or the effectiveness of the campaign; we will always quote you for any additional works, and will only proceed with your approval.
- From time to time we may recommend changes to your campaign or recommend alternative digital marketing strategies, we will always discuss and quote for any changes in our charges, and will only proceed with your authority.

Warranties and Indemnification:

- Your Company represents and warrants that it owns or otherwise has the right to use the provided SEO Content and Graphical Content and that the SEO Content and Graphical Content do not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or legal responsibilities (collectively the "Rights").
- You agree to indemnify, defend and hold Maratopia and our affiliates and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claims by a third party that the Content violates its Rights.
- Maratopia does not guarantee any volume of website traffic or any number of leads or phone calls.
- Maratopia only works to achieve page one placement on Google.co.uk for the approved keywords and key phrases, as listed in the Final Key Word Phrase Approval. (SEO only)

Miscellaneous

- Exclusive Remedy: If Maratopia breaches its obligation(s) under this Service Agreement, Maratopia will make commercially reasonable efforts to fulfil its obligations.
- Force Majeure: In no way shall Maratopia have any liability or be deemed to be in breach of this Agreement for any failure or delay of performance resulting from any government action, fire, flood, or other natural disaster, power failure, riot, embargo, strikes, terrorist act, network failure, changes by Google of its search algorithm or any other changes to Google's functionality, or failures or problems with Your web hosting company which adversely affect the SEO service provided under this agreement.

- Waiver. The waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.
- Entire Agreement: This agreement constitutes the entire agreement between us and you and supersedes any prior written agreements and any prior or contemporaneous oral agreements between you and us. Any changes or modifications to this agreement must be done so in writing and signed by both parties.