

MARATOPIA SEARCH MARKETING TERMS AND CONDITIONS

Version: 2021

Thank you for choosing Maratopia Digital Marketing LTD for your search marketing.

These terms and conditions apply to all website development services provided by Maratopia, and we advise you to read them carefully.

1. Definitions

In these Terms and Conditions, the following definitions apply:

You / The Customer / The Client	The person or firm who purchases Services from the Supplier
Us / We / The Supplier	Maratopia Digital Marketing LTD
The Project / The Service(s)	The body of work being undertaken. Usually consisting of several connecting elements, such as, but not limited to search engine optimisation (SEO), paid search (PPC), content writing, outreach, email marketing, social media marketing, user experience and conversion rate optimisation. The exact nature of the Campaign or Service(s) will be set out in your Contract
Charges	The charges payable by the Customer to the Supplier for the supply of Services in accordance with your Contract
Commencement Date	The date on which the Project or Service(s) begins
Deliverables	The specific elements that make up the Project or Service(s)
Contract	A document outlining the key details of the agreement between You and Us for the supply of Service(s)
Specification	The description or specification of the Project or Service(s) as set out in your Contract
Business Day	A single day from 09:00 to 17:00, Monday to Friday and excluding bank holidays

2. Basis of Contract

- 2.1. There shall be no contract between the Customer and Supplier until such time as the Supplier has issued written confirmation to the Customer that the Customer's order for Services has been accepted and on which date the Contract shall come into existence (Commencement Date).
- 2.2. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract. The Customer further acknowledges that the Contract excludes any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3. Any samples, demos, mock-ups, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained on the Supplier's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

- 2.4. Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of twenty (20) Business Days from its date of issue.

3. Supply of Services

- 3.1. The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2. The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Service(s).
- 3.3. The Supplier shall have the right to make any changes to the Campaign which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Service(s), and the Supplier shall notify the Customer in any such event.
- 3.4. The Supplier warrants to the Customer that the Service(s) will be provided using reasonable care and skill and in accordance with the Specification.
- 3.5. The Supplier does not accept any liability for third party services commissioned by the Customer on the Deliverables or for any damage or defect caused by any third party to the Deliverables. Where the Supplier agrees to provide remedial services to damage or defects caused by a third party, these shall be confirmed in writing together with applicable charges.

4. Client Responsibilities

- 4.1. The Client shall:
 - 4.1.1. Ensure that the scope of the Campaign and payment items included on the contract are complete and accurate.
 - 4.1.2. Supply all materials requested by the Supplier required to provide the Service. These may include, but are not limited to images, photography, written content, fonts, logos, design questionnaires
 - 4.1.3. Cooperate with the Supplier in all matters relating to the Service.
 - 4.1.4. Provide all work reviews, feedback, and sign off approval in a timely manner.
 - 4.1.5. Acquire any necessary licenses to enable the legal and authorised use of any materials required for the completion of the Project. This may include, but is not limited to fonts, image rights, photographs and videos.
- 4.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (henceforth referred to as the Customer Default):
 - 4.2.1. The Supplier shall, without limiting its other rights or remedies, have the right to suspend or delay performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations.
 - 4.2.2. The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3. The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 4.3. Where the Customer Default results in a delay of more than 25 Business Days, the Supplier is entitled to invoice the Customer for Services provided and work done to the date of the Customer Default.
- 4.4. The Customer acknowledges that only in the event that the Deliverables do not meet the Specification will the Supplier engage in further Services inclusive in the contracted price. Any services required outside of the Specification shall incur additional charges which will be clearly

outlined by the Supplier before any such work is undertaken. The Customer shall not unreasonably reject Deliverables supplied by the Supplier under the Contract.

5. Charges and Payment

- 5.1. The Charges for the Services and arrangements for payment terms will be set out in your Contract.
- 5.2. Where a deposit is required from the Customer, the Supplier reserves the right not to commence work until such time as that deposit is received.
- 5.3. The Supplier's standard fee is calculated per hour on the basis of an eight-hour day from 09:00 to 17:00 worked on Business Days.
- 5.4. The Supplier shall be entitled to charge an overtime rate up to 50% for any time worked outside of the hours referred to in clause 5.3 when required to by the Client. (Either by request, or by consequence of the Customer Default referred to in clause 4.2).
- 5.5. We reserve the right to review and modify fees periodically as service provision changes. You will be notified by writing of such changes with 30 days' notice
- 5.6. The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 5.7. In the event that the Customer requests a material change to the Services after the Commencement Date, the Supplier reserves the right to increase its charges. The Supplier will give the Customer written notice of any such increase and, in the event that the Customer does not accept the corresponding increase in charges, the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Customer.
- 5.8. Unless otherwise confirmed in the Contract, the Customer shall pay each invoice submitted by the Supplier: within 15 days of the date of the invoice; and in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 5.9. All quoted amounts payable by the Customer under the Contract are exclusive of value added tax chargeable (VAT). Unless exempt, the invoices supplied by the Supplier shall include VAT at the current rate and such amounts are chargeable at the same time as payment is due for the supply of the Services.
- 5.10. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier retains the right to charge interest on the overdue amount at the rate of 15% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount is received in full.
- 5.11. Any queries relating to an invoice must be raised within ten (10) business days of the date of invoice. After this date it will be deemed that the invoice has been accepted by you.
- 5.12. Title in the Deliverables which are assigned shall only pass to the Customer on payment of the Charges in full. In the event that the Customer remains in default for more than three months, the Supplier reserves the right to suspend the Deliverables and/or withdraw any applicable licence for the use of the Deliverables.
- 5.13. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. Third-Party Terms

- 6.1. The client will indemnify the Supplier in full in respect of any third-party expenses suffered or incurred by the Supplier pursuant to written instructions and agreement authorised with the client. The client acknowledges that certain services may involve the licensing of third-party intellectual property rights and that the client may from time to time be required to enter into a licence directly

- with such third-party. The Client hereby acknowledges that certain services rely upon goods and/or services being provided by third-parties ("Third-Party Services").
- 6.2. The client acknowledges that the Third-Party Services will be governed by that third-parties' terms and conditions and that the supplier cannot provide any warranties in respect of the Third-Party's Services and will not be liable to the client for any delays and/or failings in respect of the same. Providers of Third-Party Services may provide their own warranties to the client and the client must satisfy itself whether or not such warranties (where given) are acceptable for the client's business purposes or risk management policies.
 - 6.3. Third-party media expenses may be incurred as part of a marketing mix. These costs will be planned and agreed with you in advance and include, but are not limited to PPC spend, social media advertising costs, influencer fees and photography.
 - 6.4. All third-party supplier costs incurred are subject to a 15% agency fee. Costs and budget will be pre-agreed by both parties.
 - 6.5. The client may be charged for other third-party tools. These include but are not limited to call tracking, reporting, and ad management tools. All specialised third-party tools required above those used for daily management will be communicated with you and agreed in advance.
 - 6.6. Where the Client does not pay third-party media expenses directly, a deposit equivalent to at least a month's fee will be required. No credit terms are available for third-party fees and a handling charge will normally be applied.

7. Intellectual Property Rights

- 7.1. Subject to Section 1 and clauses 7.2 to 7.5 below, all Intellectual Property Rights in the Deliverables shall be owned by the Supplier until such time as they are paid for in full by the Customer. At such time, they will be fully assigned to you. All Intellectual Property Rights which are not bespoke to the Deliverable in question (including pre-existing and licensed Intellectual Property Rights) shall not be included within such assignment. These shall be owned by the Supplier and must not be copied, published, distributed or passed to any third parties in any form without prior written consent from the Supplier.
- 7.2. For the avoidance of doubt, any assignment of Intellectual Property Rights shall not include such rights in any source files unless expressly agreed with the Supplier.
- 7.3. Any assignment and/or licencing of Intellectual Property Rights to the Customer shall not take effect until the Customer has paid all charges due to the Supplier in full.
- 7.4. The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to licence such rights to the Customer.
- 7.5. All Supplier Materials are the exclusive property of the Supplier. Where the Customer supplies copy, graphic images, registered company logos, names and trademarks or any other materials ("Customer Materials") to the Supplier for the provision of the Services, the Customer warrants that it has obtained all necessary permissions and authorities in respect of the Customer Materials, and use of all it supplies, to the Supplier. The Customer further licences the Supplier to use the Customer Materials for the purposes of providing the Services. By agreeing to these Terms and Conditions, the Customer indemnifies for, and relieves the Supplier from, any legal liability and any damage including legal costs incurred in respect of any claims or legal actions however related to the Deliverables through the use of the Customer Materials.
- 7.6. The Customer also agrees that the Campaign may be presented in a portfolio or as a case study for the Supplier.

8. Confidentiality

- 8.1. You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us, our employees, agents or subcontractors, and any other confidential information concerning the Supplier's business, its products and services which You may obtain. You shall only disclose such confidential information to those of your employees, agents and subcontractors who need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. You may also disclose such of the Supplier's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction or with the prior written consent of the Supplier. This clause 8 shall survive termination of the Contract.
- 8.2. Any proposals made by the Supplier shall constitute trade secrets and remain the property of the Supplier. The Customer shall not disclose proposals or related materials, including but not limited to technical features, functionality and design and pricing information, to any third party without the prior written consent of the Supplier.

9. Limitation of Liability

- 9.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
fraud or fraudulent misrepresentation; or
breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2. Subject to clause 9.1:
the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss, to include but not be limited to any loss relating to failure of or the Customer's misuse of the Deliverables, and arising under or in connection with the Contract;
the Supplier shall not accept liability to the Customer for any loss or damage suffered arising from defects not notified to it prior to the Development Sign Off deadline in any event or through the Customer's failure to comply with the terms of this Contract; and
the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of sums already paid under the Contract at the date of the liability being incurred.
- 9.3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4. The Customer acknowledges that, in the absence of the Customer paying the Supplier for a maintenance contract, the Customer is solely responsible for ensuring that its data is regularly and effectively backed-up and protected and that it is its own duty to mitigate any loss suffered through use, misuse or failure to use the Deliverables.
- 9.5. The Supplier may be engaged to carry out remedial works to any damaged or defective Deliverables at charges as set out by the Supplier.
- 9.6. This clause 9 shall survive termination of the Contract.

10. Performance Guarantees

- 10.1. The Supplier warrants that it will carry out its obligations as set out in the Contract.

- 10.2. We cannot guarantee any improvement in the performance of your digital marketing due to many variables. We do not guarantee any volume of website traffic, any keyword rankings, any number of leads or phone calls, or any increase to revenue.
- 10.3. Whilst we cannot guarantee any specific improvement of rankings or traffic, we use techniques in line with industry best practice as approved and/or advised by Google.
- 10.4. It must be understood that we have no control over future algorithm or policy changes by Google or other search engines, but we do undertake various checks and techniques to try to ensure that the risk of a future penalty is minimised. It is essential that you inform us of any link building or digital advertising that you carry out independently; as these may carry risks of a manual penalty if the source of the link is from a site that is known for using spam techniques.
- 10.5. The performance of an SEO project relies on you (or your developer) implementing any technical recommendations and/or uploading new optimised content within a timely manner. Any delay in carrying out these tasks may seriously impact the effectiveness of a project and could even result in drops in rankings e.g. if duplicate content or spam links are not removed. Delays may also hold up later phases of the project, and we accept no liability for such delays or poor performance as a result of slowness by the Client to implement changes or recommendations

11. Termination

- 11.1. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach upon being notified in writing to do so;
 - the Customer becomes or is reasonably believed to be about to become subject to Insolvency proceedings to include administration, receivership or other voluntary arrangement with creditors;
 - the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.
- 11.3. The Project will run for the full duration agreed in the Contract. In the event that written confirmation from the Client expressing their desire to end the agreement is not received prior to the agreed end date, the Contract shall then continue on an ongoing, monthly basis.
- 11.4. After the agreed initial term you may terminate the Contract by giving 90 days' notice in writing.

12. Consequences of Termination

- 12.1. On termination of the Contract for any reason:
 - 12.1.1. The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
 - 12.1.2. The Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for.
 - 12.1.3. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication survive termination shall continue in full force and

effect.

13. Force Majeure

- 13.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 13.3. If, in the event that a Force Majeure Event, the Supplier cannot provide the Services to the Customer for a period of 25 Business Days or more, either party may terminate the contract.

14. General

- 14.1. Assignment and other dealings.
 - 14.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
 - 14.1.2. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 14.2. Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 14.3. Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 14.4. Waiver.

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5. No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.6. Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 14.7. Variation.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any

additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

14.8. Governing law and Jurisdiction.

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).