

Website Development and Maintenance Contract

Thank you for choosing Maratopia! We're looking forward to working with you to improve your digital marketing. The information below lays out our key terms of service, and the services you have purchased.

Key Details

This contract is made between:
 Maratopia Digital Marketing LTD,
 7 St George's Square,
 Huddersfield,
 HD1 1LA
 [Company Number 09911913]
 And:
 the Client

Principle Terms

These terms apply in all circumstances where the service of website maintenance and or support is offered, in the absence of a dated and signed contract.

| | |
|---------------|------------------------------|
| Start Date | As defined by your invoice |
| Notice Period | 1 Full Calendar Month(s) |
| Billing | As determined by the invoice |
| Payment Terms | 15 Days from invoice date |

Principle Services

Monthly Website Maintenance and Development

Included items:

- Account Management
- Incremental upgrades to Wordpress and plugins if required
- Prioritised and agreed development changes in allotted monthly time

Excluded Services

Maratopia will not be responsible for the payment of any fees associated with third party providers. These costs will be incurred by the client and paid directly to the platform by them. Maratopia is not responsible for the payment of Plugins and other external costs. The client must pay for these directly. maratopia will assist where they can.

Important Contacts

You will be assigned a dedicated account manager to work on your campaign alongside your strategist and other team members.

You will be given their direct contact details and they should be your first port of call.

Alternate contacts:

Office Phone: 01484 44 33 22
 Office Email: chat@maratopia.co.uk
 Opening Hours: Monday to Friday; 9am to 5pm

Cancellation

If you are unhappy with any aspect of your campaign, your first step should be to address these concerns directly with your account manager. We will always do our best to resolve any concerns at this stage.

If you are still unhappy, then please feel free to direct your concerns to our owner:

Stephen Harvey-Franklin
steve@maratopia.co.uk

In the unlikely event that we are unable to resolve an issue, simply notify us in writing, indicating your desire to serve your agreed notice period. We are keen to maintain good relationships in any circumstances, and will always work to ensure a smooth handover.

Important Provisions

Approval

As a responsible service provider, we will always endeavour to action work in a timely manner. At times, however, our work will lead us to make suggestions and recommendations that require your approval.

We accept no liability or responsibility for work that is delayed due to awaiting approval. This includes, but is not limited to: hampered results, limited performance, and non-actioned changes.

To assist this process, we require that a single internal contact is appointed. This person will serve as the final decision maker and be authorised to provide timely approval as illustrated above. This contact must be available for consultation during normal business hours. In the absence of any other information, the person who signs this agreement will be treated as this nominated person.

Account Access

In order to successfully carry out our work, we require full access to a number of accounts and tools. This list may include: Google Analytics; Google Ads; Google Search Console; Website CMS (such as Wordpress, Magento, Shopify, etc.); Social media accounts; Email platforms (such as Mail Chimp).

We will make you aware of the accounts we require access to, and the level of access we require at the beginning of your campaign.

In the unlikely event that you cannot, or will not, provide this access, we will provide you with relevant details to complete required actions. We will not accept any liability or responsibility for perceived poor performance, or restricted work delivered as a result of restricted account access.

Other Charges

Maratopia reserves the right to increase its fees from time to time, after the initial term. 30 days' notice will be given.

From time to time we may recommend changes to your website, campaign or recommend alternative digital marketing strategies. We will always discuss and quote for any changes in our charges in advance, 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, any keyword rankings, any number of leads or phone calls, or any increase to revenue. Maratopia works to achieve the agreed results and goals, as highlighted by this agreement.

Miscellaneous

Restrictive Covenant: The client may not employ or approach Maratopia members of staff or contractors to work independently of Maratopia during the term of the contract or at anytime 12 months after the contract termination. Should the client employ an Maratopia member of staff or contractor either as a freelancer or employee, the client will be liable to pay Maratopia a finders fee of 35% of their annual salary or fee.

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 governmental 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.