

SEO Terms and Conditions

Brightbox Marketing standard terms and conditions related to Search Engine Optimisation are detailed below.

By placing an order with Brightbox Marketing, you confirm that you are in agreement with and bound by the terms and conditions below. Anyone who experiences a problem with the service provided by Brightbox Marketing should raise the matter directly to Brightbox Marketing in writing, giving sufficient information to identify the issue and clearly outlining the grounds for complaint.

Brightbox Marketing will do everything in its power to resolve the issue to the satisfaction of the complainant. Please read carefully the Brightbox Marketing Terms and Conditions below before any purchase or order of services.

Definitions:

The Client: The company or individual requesting the services of Brightbox Marketing.

Brightbox Marketing: Service Provider

Prior to work being undertaken by Brightbox Marketing, we require assurances from the client stating that:

The customer has not employed the services of any Search Engine Optimisation Company other than Brightbox Marketing to work on their website promotion.

The customer has not employed the services of any Submission Company during the same period of Brightbox Marketing providing their search engine optimisation services.

The customer has not created any duplicate sites, duplicate content or pages, redirects or doorway pages to their website whilst advertising online with Brightbox Marketing.

The customer has not requested or exchanged links with any link farms or undertaken any spamming techniques which may harm the web sites search engine ranking with Google.

Access to client website

The client must grant the authority to submit the Web Site pages being promoted to Search Engines and directories.

The client must guarantee to Brightbox Marketing at all times that the material included in the Web Site:

Is not in breach of the Intellectual Property rights of any third party.

Is not obscene within the definition of the Obscene Publications Act 1959 or any other relevant provision or statute.

Is not in breach of any code or provision of statute or common law or otherwise in force from time to time in relation to Advertising of Goods or Services. Contains no element of corparative

advertising which is in breach of the Control of Misleading Advertisements (Amendment) Regulations 2000.

Is not in breach of the Defamation Act 1996 or any other relevant provision or statute.

Does not contain any misleading price comparison in breach of Consumer Protection Act.

Termination for breach, insolvency or frustration.

General

Brightbox Marketing will carry out work only where an agreement is provided by the client either by email, telephone or mail. An 'order' is deemed to be a written or verbal contract between Brightbox Marketing and the client. The terms are set out below and these constitute the only terms and conditions under which Brightbox Marketing enters into this agreement. No employee or agent of Brightbox Marketing is authorised to agree or perform any alterations in the terms and conditions of this agreement. This agreement lasts for the period that the client employs Brightbox Marketing's SEO services. The client shall pay the entire invoice fee within 30 days of the invoice date. In the event of the client failing to make the final payment to Brightbox Marketing then Brightbox Marketing is entitled to take any or all of the following remedies, in any order it sees fit:

- (1) Require immediate payment of the outstanding fee.
- (2) Add interest to the debt at 3% above the base rate of UK Banks Current Interest rate.
- (3) Issue written demands for the sum due, each such demand requiring a fee of £65.00 payable by the client.
- (4) Cease working on behalf of the client until all overdue sums are paid.
- (5) Be released from any obligations to refund any money to the client under any other terms of this agreement.
- (6) To deduct outstanding sums from the clients credit card or debit card and the client hereby authorises such transactions.

The client understands that search engines are independent companies who select and rank sites using their own criteria and therefore to obtain a high ranking the client must follow Brightbox Marketing's recommendations for optimising their website for search engine listing. If the client fails to follow Brightbox Marketing's recommendations then the results achieved by Brightbox Marketing will have considerably less importance than would be achieved otherwise.

Brightbox Marketing stresses that it is not possible to give any guarantees for any specific result on any search engine, nor can we quantify the level of increased traffic or sales, as a result of the search engine optimisation campaign. Advertising online is an unpredictable market place and Brightbox Marketing can give no guarantee of positioning.

Brightbox Marketing must have the ability to optimise the structure and content of your web pages.

Such changes generally have a minimal visual impact. Brightbox Marketing will work directly with you in order to maintain the original look and feel of your website.

The client must provide Brightbox Marketing with log-in information (FTP username and password) to allow us to gain access to your website. Brightbox Marketing will maintain confidentiality of log-in information. You must inform your webmaster or anyone else who has access to the Web site that Brightbox Marketing are performing Search engine optimisation services on your site.

(1) Brightbox Marketing may terminate this agreement at any time if the client's website contains any material which is illegal, pornographic, and/or racially abusive or is likely to cause offence or damage to Brightbox Marketing reputation.

(2) The search engines targeted will be those search engines that Brightbox Marketing considers to be the most important with regards to popularity, language, content, location, coverage or any other criteria that Brightbox Marketing considers suitable.

(3) Brightbox Marketing will choose suitable sets of words to search for in the search engines and the position in the results obtained using these words will be used for assessing search engine listings. A listing is where a search engine is queried with the words chosen by Brightbox Marketing and the clients website address or a link to that address appears in the results returned.

(4) All notices must be in writing. Notices to Brightbox Marketing must be addressed to Brightbox Marketing, Dephna House, 112-114 North Acton Road, London NW10 6QH, or such address as is advised by Brightbox Marketing. Notices to clients will be considered valid if addressed to the clients address as it appears on the agreement or such address as is advised by the client.

(5) The invalidity or unenforceability of any provision of this agreement shall not affect or impair the validity of any other provision. No waiver of any rights Brightbox Marketing has under this agreement shall be deemed from any failure by Brightbox Marketing to enforce any part of this agreement.

Agreement Disclaimer

The signatory to this agreement on behalf of the client warrants that he/she has the authority to commit the client to this agreement and further confirms that this agreement is between two businesses. If any of the clients payments are made by a credit card or debit card, which is not in the name of the business, then it is for the client to reimburse the card holder for any payments made on the clients behalf.

Payment Terms & Conditions

We Accept Credit Cards Payments, cheques made payable to Brightbox Marketing, Cash and bank wire transfer. Mail Brightbox Marketing to make your cheque payments to the address, Dephna House, 112-114 North Acton Raod, London NW10 6QH. Note that if paying via cheques then standard clearance of 5 working days of receiving the clients cheque and cleared funds before any work commences.

In the case of a monthly payment plan for search engine optimisation, all payments are to be made on or as near to the 11th or 22nd of each month dependent upon the initial agreement and which

date chosen. A 3% interest charge of the outstanding amount will be billed to the customer for every 7 days that payment is delayed.

Loss of Service

Brightbox Marketing accepts no liability for loss of service, unavailability of files, damage of data, misuse of equipment by other clients, failure of any externally managed equipment or communications devices or other services deemed to be beyond Brightbox Marketing's control.

Cancellation

Notice of cancellation of this agreement shall be deemed valid and accepted by Brightbox Marketing if received by e-mail or in writing via letter after the initial three month period. Cancellation will be accepted on the date of actual receipt by Brightbox Marketing and will take effect at the end of the ninety day notice period for which you will be charged at the normal rate applicable for each month.

Any software or pages created for the benefit of SEO are the property of Brightbox Marketing and will be removed on the cancellation of the contract. (more details on request)

Security

We do not have any affiliate/reseller program and we do not have any resellers or affiliates. We only accept outsourced project requests if there is a benefit to the client and there would be a written agreement in place with the client, however Brightbox Marketing do not have any responsibility for a third party outsourced business.

We will never ask for your financial information.

Username and passwords that are required should only be shared once an agreement is in place.

If Brightbox Marketing create any user accounts for the benefit of the work being carried then the security email address or reset password email address where possible will be the clients email address giving the client full control.

We will never ask a third party to contact a client by email or telephone unless an agreement with the client is in place verbally or via email before-hand.

Do not share any information relating to costs or processes that Brightbox Marketing follow as this would break any contract that is in place with Brightbox Marketing. Tactics and processes that Brightbox Marketing follow are sometimes unique and these give Brightbox Marketing an advantage over competitors and thus the information is confidential and cannot be shared with a third party.