



TERMS AND CONDITIONS

Prior Agreement Conditions

Prior to work being undertaken by Weblinx Ltd, we require assurances from our customers that:

- The customer has not employed the services of any Search Engine Optimisation Company other than Weblinx to work on their website promotion.
- The customer has not employed the services of any Submission Company during the same period of Weblinx 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 Weblinx.
- The customer has not requested or exchanged links with any link farms or undertaken any spamming techniques which may harm the web site's search engine ranking with Google.

Contract Term

Unless otherwise stated or agreed, the standard contract term for any and all services provided by Weblinx Limited is 12 months from date of payment being received

Minimum achievement guarantee

Weblinx search engine optimization specialists aim to achieve a Top 10 ranking on Google for all customers agreed key phrases. **Due to the Google guidelines Weblinx as an internet marketing company cannot guarantee positions on Google.**

Although the work Weblinx carries out will benefit search engine positions on search engines other than Google, we consider Google to be the most important search engine and measure the success of a search engine optimisation campaigns by search engine rankings achieved on Google.

The 'minimum achievement guarantee' is subject to a pay on performance payment system. The final fee payable becomes due once ranking reports have been made available to the Customer by Weblinx indicating that the phrases have achieved the positions on the nominated search engines or directories as laid down in the quotation document. 'Pay on page placement' search engine optimization campaigns pay the fee when their chosen keywords get their website into the top twenty and top ten as agreed from the onset of their internet marketing campaign.

Weblinx is an internet marketing company that stress there is no guarantee that once a key phrase has achieved top placement on Google that it will continue to remain in that position throughout the search engine optimisation campaign. Changes in search engine algorithms and new website competition may influence a keyword search engine ranking as time passes. Additionally, new sites and potentially competitor web sites are being optimised and submitted every day to achieve good search engine ranking.

Definition of results

"A Top 10 ranking" means that your selected search term or key phrase will achieve a ranking within the first 10 listings on Google.co.uk (or other engine specified as per your contract) during the campaign after the relevant SEO techniques have been deployed by Weblinx. Although Google's results are displayed on other search engines e.g. AOL, Yahoo etc, the work that is carried out by Weblinx is solely aimed at increasing visibility and boosting search engine ranking on Google.

Weblinx stress 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 Weblinx Ltd can give no guaranteed positioning.

Cancellation of Guarantee

Our guarantee will be subject to cancellation should the customer makes any changes to the optimised pages created by Weblinx, without the advice of Weblinx, or does not implement the changes advised by Weblinx in order to improve the search engine positions of the customer's website. Should any of the above take place then any guarantee in place may be considered null and void at the discretion of Weblinx and the final payment will become immediately due for payment. Weblinx may make void any contract or agreement should it be discovered that the Customer has participated in any actions considered to be spamming by the search engines whilst advertising online, such as:

- Use of hidden links.
- Links to link-farms, FFA link pages, etc.
- Page redirect or cloaking techniques
- Submission of the site to the search engines, search directories or other websites without the consent of Weblinx.
- Use of automated web site submission software or websites.
- Use of automated reciprocal link programs.

Hosting

The Customer agrees that their website is not hosted on free web space using domain forwarding (either framed or otherwise) whilst advertising online with Weblinx. When advertising online with Weblinx, in cases where there is either concern that the current hosting IP address may be part of a 'bad neighborhood' or for reasons of search engine optimisation, Weblinx may request the customer to change their hosting provider whilst using our internet marketing search engine optimization techniques.

3rd Party Fees

Where Search Engines require subscriptions in order to be registered these costs are the responsibility of the customer unless otherwise stated in writing in the agreement or is published as part of the search engine optimisation campaign purchased. Where registration fees are required for your online advertising, Weblinx will register the customers URL with the directories used by the major search engines. The customer will be responsible for these fees unless stated in writing in the agreement or is published as part of the Search engine promotion package that has been purchased by Weblinx

Access to customer website

The Customer must grant the authority to submit the Web Site pages being promoted to Search Engines and directories. We must have the ability to optimise the structure and content of your web pages. Such changes generally have a minimal visual impact. Weblinx will work directly with you in order to maintain the original look and feel of your website.

The customer must provide Weblinx with log-in information (FTP username and password) to allow us to gain access to your website. Weblinx will maintain confidentiality of log-in information. We recommend that you change all passwords after Weblinx have completed their work.

You must inform your webmaster or anyone else who has access to the Web site that Weblinx are performing Search engine optimisation services on your site. If your pages are light in content (less than about 150 visible words per page), you have the option to provide additional relevant content for the purpose of enhancing search engine ranking.

You must inform us of any changes made to your website throughout your search engine optimization campaign. Changes made whilst Weblinx are optimising your site may result in the Cancellation of our Guarantee.

The customer must allow implementation of all search engine optimisation strategies on their website in order for our online advertising campaign to be a success. When instructions are given to upload SEO techniques to your website the changes need to be implemented within a 72 hour period.

Rights of the company

Weblinx Ltd reserves the right to cancel the contract agreement with immediate effect if it believes the material or the Web Site to be obscene, unfair, untrue or otherwise unworthy of inclusion on the internet. The discretion of Weblinx Ltd in this respect will be absolute.

Warranties and Indemnity

The customer must guarantee Weblinx 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 corporative 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 of contract

Either party may provide written notice to the other to terminate this agreement immediately if one of the following events occurs:

- The client may cancel the contract with Weblinx providing that a written notice of 30 days is provided.
- Either party goes into liquidation or makes any arrangement or composition with its creditors or is otherwise unable to pay its debts within the meaning of Section 123 Insolvency Act 1986.
- Either party's ability to carry out its obligations under this agreement is prevented or substantially interfered with for any reason for a period in excess of three months (whether or not within the control of such party) including without limitation by reason of any regular law decree or any act of state or any other action of a government.

Payment of Monies

Weblinx's credit terms are 14 days from date of invoice depending on which search engine optimization campaign is undertaken. If no payment is received for the 'pay upfront' search engine optimization campaign at the end of the twelve month period Weblinx reserve the right retract the work they have done from the customer. Fees outstanding of 14 days from date of invoice unless extended credit terms have been agreed in writing will be charged at a 2% interest.

Loss of Service

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

NOTE: YOUR SIGNATURE ON A PRINTED COPY OF THIS AGREEMENT IS NOT REQUIRED IN ORDER FOR THE AGREEMENT TO BE LEGALLY BINDING ON YOU. YOUR USE OF OUR SEARCH ENGINE OPTIMISATION SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS CONTRACT AGREEMENT.