

# Search Engine Optimisation

## Terms & Conditions

### 1. General

1.1 Jarrett & Lam Consulting (hereinafter JLC) offers Search Engine Optimisation (hereinafter SEO) exclusively under the currently valid Terms & Conditions (hereinafter T&Cs), available to JLC Clients who have entered into a JLC SEO Service Agreement. Any divergent Terms and Conditions, regardless of its location, shall not be a component part of this agreement. Ancillary agreements shall be component parts of the agreement only if they have been confirmed by Jarrett & Lam Consulting in writing or by fax.

1.2 The current version of the SEO T&Cs is available at any time on the JLC website at [www.jarrettandlam.com/tsandcs](http://www.jarrettandlam.com/tsandcs), whereby these T&Cs may also be printed out by using general browser functions (the "print" command in the "file" pull-down menu) or copied to one's own hard disk or other storage medium (the "save" command in the "file" pull-down menu). The Client is hereby requested to examine, print out, and copy these contractual terms and conditions.

1.3 Revisions of these SEO T&Cs shall take effect within 14 days after publication on the JLC website unless the Client objects to the revised T&Cs within 14 days after their publication. The Client shall be notified by email of revisions to the SEO T&Cs prior to their publication. If the revisions made are unfavourable to the Client, the Client shall be entitled to terminate this SEO contractual relationship without notice within one month after publication of the new SEO T&Cs.

1.4 The term "Search Engine" means search engines, meta-search engines, Internet search functions within directories, and the search functions of other Internet services that enable searches within databases that index the contents of the Internet. The term "Search Term" means individual words as well as word combinations or phrases, regardless of the language used.

### 2 Entering into a contract

2.1 The JLC SEO Agreement with JLC forms the basis of the SEO T&C contract. Orders shall be deemed to have been accepted and, therefore, have legal effect only after they have been confirmed in writing or via email by JLC an invoice has been issued, or an initial act of fulfilment has occurred.

2.2 All offers and prices are subject to change.

### 3 Term and termination

3.1 The minimum term of the respective agreement for SEO shall be twelve (12) months. In the event of delays for which JLC is not responsible (see Section 7.4), the minimum term shall be extended accordingly.

3.2 Upon expiration of the minimum term, the agreement shall be extended for an indefinite term if one of the parties has not given notice of termination at least four (4) weeks prior to expiration of the minimum term. After expiration of the minimum term, either party can give notice of termination two (2) weeks before the end of the calendar month at any time and without stating any reason for such termination.

3.3 The right to termination for cause without notice shall remain unaffected. For JLC, such cause shall be serious or continuing violation by the Client of its duties and obligations under Section 7 of these SEO T&Cs, violations of exclusivity despite relevant warnings, and unfeasibility of performance. Payment of compensation shall remain unaffected. The purging, sale, lease or transfer to a new owner of a domain that is the subject matter of an agreement shall not give rise to a right of termination for the Client.



3.4 Notices of termination must be made in writing, which in this case shall be satisfied by fax or email. Notices of termination via email that are addressed to JLC must be sent to the following email address: info@jarrettandlam.com.

3.5 In the event that JLC gives notice of termination for cause or the Client gives unjustified notice of termination for cause, JLC is entitled to demand all monthly compensation that the Client would have had to pay upon simultaneous timely notice of termination during the minimum term.

## 4 Exclusivity

4.1 Supplementing Section 2 and Section 7 of the JLC SEO Agreement entered into with the Client, the Client hereby grants JLC exclusive worldwide rights, free of charge and limited in time to the duration of the use of these SEO services, to assume the ordering and payment procedures for all orders or registrations for its products generated through the Client's optimised Web page(s). For the duration of the use of SEO services, the Client shall not include any links to other registration or ordering services or payment processors on the Client's optimised website. The other provisions of the JLC SEO Agreement shall remain unaffected.

4.2 For each instance of violation of the exclusivity governed by Section 4.1, the Client shall incur a contractual penalty in the amount of GBP 1,500.00.

## 5 JLC services

5.1 Within the scope of Web page optimisation, JLC shall produce documents that contain words or phrases and their placement on the Client's server or that of its provider in connection with the corresponding links to search engines that should result in the highest ranking possible within search engine results. JLC shall perform such optimisation of the Client's documents to the best of its knowledge.

5.2 JLC shall guarantee the following points in connection with Web page optimisation:

1. The optimised documents and newly created documents can be read and displayed free of error by the latest versions of Microsoft Internet Explorer and Netscape Communicators.
2. The optimised documents and newly created documents do not influence existing script elements in the documents (e.g. JavaScript or VBScript).
3. After optimisation, JLC performs a plausibility test and reviews the optical impression made by the documents.
4. The optical impression is tested at resolutions of 800 x 600 pixels and 1024 x 768 pixels and reviewed for correct representation.

5.3 The Client expressly acknowledges the following points:

1. JLC does not guarantee that the optimised pages will achieve any particular position in search engine results at any particular time for particular search terms. There can also be no guarantee that optimised pages will be registered by search engines or included in databases. JLC makes express reference to the fact that it is possible that optimised pages will not be accepted by search engines. While all techniques used for optimisation by JLC are designed so to achieve acceptance by search engines and databases, the mechanism for evaluating pages on the Internet by search engines is constantly changing so that optimised pages can be evaluated as conscious manipulation of search engines and therefore possibly rejected. JLC will continuously adapt its optimisation techniques to the best of its knowledge to the conditions of the Internet.
2. The optimised documents and newly created documents may result in all pages of the domain being excluded by search engines.



3. If JLC creates new documents at the Client's order, these documents will be designed and produced for optimisation to the best of our knowledge. The Client has no claim to a specific type of representation or specific content in the newly created documents.
4. To increase link popularity, links to other JLC Clients on the Internet will be integrated into the Client's optimised documents. The goal is to increase the link popularity of all Clients by expanding mutual linking. The Client gives its explicit consent to the use of this process on its domains that are employed within the scope of optimisation.
5. JLC may use freely chosen terms, words or phrases for optimisation that are directly or indirectly related to the business purposes, products, goods and services of the Client. The list of applicable search terms shall be coordinated with the Client prior to optimisation. The language will also be agreed upon in advance. Combinations of several languages are possible as well.
6. JLC reserves the right to modify the list and to delete words or demand words be deleted insofar as it appears that such words violate the duties and obligations of the Client under Section 7.1 or the words have already achieved high placement with a search engine.
7. At the Client's behest, JLC shall book and register the Client's Internet presence with a selection of search engines to be chosen by JLC. JLC shall provide this service to the best of its ability but without guarantee that the Client's Internet presence will, in fact, be accepted by the search engines concerned. Payment of compensation shall remain unaffected. Of course, the decision on acceptance and the date of acceptance is made solely by the operator of the search engine concerned.
8. Within the scope of services, JLC can create new external links on the Client's website, whether in search engines or other Web servers on the Internet. The Client shall have no claim to a specific form of representation of these links or the continuation of these links after the agreement with JLC has ended. The Client shall be liable for any violation by these links of third party rights.
9. The Client shall have no claim to re-optimisation free of charge during the term of the agreement; regular maintenance of documents during the term of the agreement shall remain unaffected.

## 6 Payment terms and conditions

- 6.1 After written acceptance of an order, JLC is entitled to invoice its services. Compensation applicable on the date of the order shall apply for invoicing. JLC invoices are payable in full 30 days after receipt.
- 6.2 JLC reserves the right to modify compensation with prior notice of two (2) months. Fee increases shall give rise to a right of extraordinary termination with notice of four (4) weeks from the effective date of the increase. Increases known at the time of ordering shall not require any special notice and do not give rise to any special right of termination.
- 6.3 JLC is entitled to offset the Client's payables against its own. The Client can offset only payables and assert a right of retention only in regard to counterclaims that are uncontested or legally non-appealable.

## 7 Client's guarantee and duties

- 7.1 The Client shall ensure that the specific representation of its Web page and the content of the Internet documents to be processed and created are not pornographic, sexist, extremist, or glorifications of violence, and that they do not violate national or international law and that no trademark, patent or other third party rights are violated. To that extent JLC bears no duty to review the Client's Web pages.
- 7.2 After JLC and the Client have consulted concerning the documents, the Client shall make the documents supplied to it for its Internet presence within one (1) week of receipt available on its Web server.



7.3 The Client agrees to provide the necessary storage space on an Internet server for delivery of Internet documents from JLC within the scope of this agreement.

7.4 The Client shall provide JLC with all necessary information and data required to perform services and shall take all measures that are required to perform services within the realm of its responsibility. A claim to performance of services shall arise in relation to JLC only after these duties of cooperation have been fulfilled, whereby the Client's payment obligations shall remain unaffected.

7.5 The Client shall inform JLC immediately of the purging, sale, lease or transfer to a new owner of a domain that is the subject matter of an agreement.

## 8 JLC copyright protection

8.1 The Internet documents supplied to the Client by JLC are subject to JLC copyright protection, whereby the Client is granted right of use of the Internet documents for the duration of the SEO agreement.

8.2 The Client agrees to surrender the Internet documents to JLC after the SEO agreement has ended, to purge them from its server, and to confirm to JLC in writing that it has destroyed all copies of the Internet documents in its possession. If the Client does not comply with this duty, JLC shall be entitled to demand damage compensation in the amount of the respective monthly compensation that the Client would have had to pay if the agreement had not been terminated, notwithstanding additional damage compensation claims arising from copyright violations or other violations of third party intellectual property rights.

## 9 Liability and indemnification

9.1 The Client shall be liable for violations of its duties and obligations arising from the SEO contractual relationship, in particular Section 7 of these SEO T&Cs.

9.2 The Client understands that the data provided by the Client for registration with the search engines (key terms, descriptions) will be transmitted on the Internet and generally accessible after acceptance by a search engine. The Client is therefore liable for any violation of existing rights by such data (e.g. protection of title, trademark rights, etc.) and shall indemnify JLC, its affiliated companies and service providers and agents engaged by JLC within the scope of this agreement from all third party claims in connection with data provided and published, as well as from any liability for the content of the Web pages that are created, modified, publicized or marketed in the course of JLC services for the Client.

9.3 JLC assumes no guarantee whatsoever for any possible or achieved results gained from the provision of the SEO services. Neither JLC nor any other person or company involved in developing or providing SEO services shall be liable for damages of any type whatsoever. Deliberate acts and gross negligence are excepted from this limitation of liability. Liability for lost profit is excluded.

## 10 Final provisions and court of venue

10.1 JLC is entitled to engage third party service providers and agents to provide some or all of its range of services and change the same at any time without specific notice insofar as the Client does not suffer any disadvantage therefrom.

10.2 In providing services and in the course of technical progress, JLC is free to use new or different technology, systems, processes or standards than those originally offered insofar as the Client does not suffer any disadvantage therefrom.

10.3 JLC notifications to the Client and any notifications that become necessary in the course of business shall be sent to the Client at the email address that the Client has provided to JLC Notifications



shall be deemed to have been delivered upon receipt and their ensuing availability at this email address, regardless of the date when the Client actually retrieves such notices. JLC must be informed immediately of any change of email address.

10.4 Contractual revisions, supplements, and ancillary agreements must be in writing to be effective, to the extent not otherwise provided for in these Terms and Conditions. The requirement of written form shall apply as well to any waiver of the written form requirement.

10.5 In the event that a provision of this agreement is or becomes invalid, this shall not affect the validity of the remaining provisions. To the extent that a provision is invalid, the parties to the agreement shall agree upon a new provision that approximates as closely as possible the desired arrangement and which is legally valid. The same shall apply to any gaps in the agreement.

10.6 These Terms and Conditions are governed by English law and both the Client and JLC hereby submit to the non-exclusive jurisdiction of the English courts.

**END**

