

Terms and conditions for paid search engine management services provided by Aubergine 262 Ltd:

- The following terms and conditions are between you 'the Client' and Aubergine 262 Ltd, the website 'Paid Search Engine Management Consultant'.
- The term 'Paid Search Engine Management Consultant' refers to Aubergine 262 Ltd.
- These terms cover both direct Aubergine 262 Ltd Clients and any third party Clients serviced through another source.
- The term 'hosting facilitator' and or 'host' refers to the supplier of the Client's web hosting facilities.
- The Paid Search Engine Management Consultant reserves the right to revise its policies at any time – when this happens, the Client will be supplied the new Terms and Conditions by email. If the Client has not indicated otherwise within 7 days of sending, this will constitute acceptance of the new Terms and Conditions.

Client's Website (hereinafter referred to as "Client Website"):

1. Aubergine 262 Ltd will provide Client with Paid Search Engine Management services (hereinafter referred to as "PPC Management") as described in the schedule provided. Aubergine 262 Ltd will use specific keywords and/or phrases or placements to obtain clicks to the Client Website.

2. The total fee for the PPC Management services to be provided is set out in the schedule provided. All monthly retainer fees must be paid in full prior to the start of the month. The fee for Initial Setup should be paid in accordance with the schedule of work provided.

Aubergine 262 Ltd's PPC Management services are intended to serve two main purposes: 1) to provide the Client with increased exposure in search engines, and 2) to drive targeted online traffic to the site.

Aubergine 262 Ltd's PPC Management Services will include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms.

- Researching audience targeting and placement opportunities to select appropriate, relevant display advertising placements.
- Recommending textual adverts, including any available elements provided by the search engine.
- Recommending and creating visual adverts, to the sizes required by the search engine
- Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- When undertaking ongoing PPC Management services, creating quarterly analysis reports of the paid search activity undertaken on the Client’s behalf.

3. For the purposes of receiving professional PPC Management services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimisation, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- Authorisation to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by Aubergine 262 Ltd for PPC Management purposes.
- If Client’s site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Aubergine 262 Ltd can create site content at additional cost to the Client. If Client is interested in purchasing content from Aubergine 262 Ltd, please contact the Company for a cost estimate.

4. Client must acknowledge the following with respect to PPC Management services:

- All PPC Management fees are non-refundable.
- All PPC Management fees, services, documents, recommendations, and reports are confidential.
- Aubergine 262 Ltd has no control over the policies of search engines with respect to the type of adverts that they accept now or in the future. The Client’s adverts may be

excluded from search engine at any time at the sole discretion of the search engine.

- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Aubergine 262 Ltd does not guarantee #1 positions or consistent positions for any particular keyword, phrase, or search term. Positions in search results may vary on a daily basis.
- Aubergine 262 Ltd does not guarantee an increase of sales or income as a result of SEO services provided.
- The Client is responsible for the payment of all charges due to the advertising provider; if provided by the Client, Aubergine 262 Ltd will endeavour to limit the charges due to the amount requested by the Client.

5. Aubergine 262 Ltd is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

6. Additional Services not listed herein (such as managing Search Engine Optimisation campaigns, copywriting etc.) will be provided for a fee of £75+VAT per hour.

7. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Aubergine 262 Ltd for inclusion on the website and/or in adverts are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Aubergine 262 Ltd and its subcontractors from any liability or suit arising from the use of such elements.

8. Aubergine 262 Ltd is not responsible for the Client overwriting work to the Client Website. (e.g., Client/webmaster uploading over work already provided/optimised). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of £75+VAT per hour. Notwithstanding any other provision of this Agreement, Aubergine 262 Ltd's obligation to provide PPC Management services shall cease in the event the Client's conduct overwrites the PPC Management services provided. For example, if the client's webmaster uploads content without consulting Aubergine 262 Ltd, then Aubergine 262 Ltd's obligation to provide PPC Management services shall terminate.