

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

- The following terms and conditions are between you 'the Client' and Aubergine 262 Ltd, the website 'SEO Consultant'.
- The term 'SEO 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 SEO Consultant reserves the right to revise its Terms and Conditions 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 Search Engine Optimisation Services (hereinafter referred to as "SEO") as described in the schedule provided. Aubergine 262 Ltd will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client Website.

2. The total fee for the SEO 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 Optimisation should be paid in accordance with the schedule of work provided.

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

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

- Recommending “back links” from other related websites in order to generate link popularity and traffic.
- Recommending methods of obtaining “back links” from other websites, that the Client can action themselves.
- Editing and/or optimisation of text for various html tags, meta data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- When undertaking ongoing SEO services, creating quarterly traffic and ranking reports for Client Website and any associated pages showing rankings in the major search engines.

3. For the purposes of receiving professional SEO 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.
- A Client Website email address for the purposes of requesting links (something like *contact@clientsite.tld*)
- Authorisation to use client pictures, logos, trademarks, website images, pamphlets, content, etc., for any use as deemed necessary by Aubergine 262 Ltd SEO.
- 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 SEO services:

- All fees are non-refundable.

- All 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 sites and/or content that they accept now or in the future. The Client Website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- 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 top 10 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
- Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than “x” amount of time. This is referred to as the “Google Sandbox.” Aubergine 262 Ltd assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, Aubergine 262 Ltd will re-optimize the website/page based on the current policies of the search engine in question.
- Linking to “bad neighbourhoods” or getting links from “link farms” can seriously damage all SEO efforts. Aubergine 262 Ltd does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

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 pay-per click campaigns, copywriting, content-creation etc.) will be provided for a fee of £75 per hour + VAT.

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 above 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 legal action arising from the use of such elements.

8. Aubergine 262 Ltd is not responsible for the Client overwriting SEO 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 SEO services shall cease in the event the Client's conduct overwrites the SEO services provided. For example, if the client's webmaster uploads content without consulting Aubergine 262 Ltd, then Aubergine 262 Ltd's obligation to provide SEO services shall terminate.