

THINKING JUICE LIMITED
Social Media Marketing Schedule
(Schedule 10)
Last Updated: 13 January 2015

1.0 Definitions

In this Schedule, unless the context requires otherwise, the definitions contained within the Terms and Conditions shall apply with the following additions:

- 1.1 **“Social Networking Websites”** means websites that provide services to allow individuals and businesses to create public profiles for the purpose of publishing content and engaging with individuals over the Internet, e.g. Facebook, Twitter, YouTube, etc.
- 1.2 **“Social Network Profile”** means a representation of the Customer on a social networking website, and can include descriptions and information about the Customer.
- 1.3 **“Social Network Account”** means an account registered with a Social Networking Website which grants control over Social Network Profiles associated with it.
- 1.4 **“Paid Social Network Advertising”** means adverts placed by the Supplier on social networking websites via the Customer’s own social network accounts.
- 1.5 **“Social Media Account Access”** means the Customer supplying the Supplier with a valid URL, user name and password which gives access at any time and from any web location to upload and download data from the Customer’s own social network accounts.
- 1.6 **“FTP Access”** means the Customer supplying the Supplier with a valid URL, user name and password which gives access to any time and from any web location to upload and download files from the Customer’s own rented web space.
- 1.7 **“Social Media Marketing”** means utilising the Customer’s Social Network Profiles to achieve the Project’s objectives
- 1.8 **“Social Campaign”** means any Paid Social Network Advertising or Social Media Marketing undertaken by the Supplier on behalf of the Customer as may be defined in any Project Documentation

2.0 Introduction

- 2.1 The Services carried out in respect of social media marketing are to be carried out on a consultancy basis based around current best practices so far as the Supplier is aware of those practices.
- 2.2 The Supplier will recommend the most appropriate Social Networking Website(s) for the Social Campaign. The Customer may request specific Social Networking Website(s) to be used. If these are not feasible for reasons including technical considerations, the Supplier may make alternative recommendations.
- 2.3 The Customer acknowledges that every recommendation by the Supplier that cannot be implemented due to the Customer’s technical or business limitations is likely to have an effect on the performance of the Social Campaign. The Supplier will endeavour to suggest alternative solutions.
- 2.4 The Social Media Marketing Services will be focused in priority order around (but not limited to) the content (“Content”) that is agreed between the Customer and the Supplier.
- 2.5 No increase in performance (e.g. visitors, activity, sales transactions or social media ‘likes’ or ‘followers’) is guaranteed.
- 2.6 The Project Documentation will identify whether the Supplier or the Customer has responsibility to make amendments to the Customer Website and Social Network Profile which the Supplier will recommend. In the event that the Supplier is to make these changes, the Customer must provide timely Social Media Account Access and the login details to modify the Customer Website. In the event the Customer has responsibility to make the changes recommended by the Supplier, any assistance requested by the Customer to make the changes may be chargeable at the Supplier’s current rate.
- 2.7 If the Supplier incurs additional time due to a delay in being supplied access to the Customer Website (or due, for example to the Customer’s own staff or others working on the Customer Website), or due to a delay in being supplied access to the Social Network Account, or due to any other delay caused by the Customer it reserves its right to charge for additional time at its normal charge rate.

- 2.8 If the Customer states that the Customer Website or Social Network Account will meet certain technical or cosmetic standards and this is not achieved in a timely manner in order for the Social Campaign to be undertaken by the Supplier, additional charges may apply.
- 2.9 If the Customer requests any amendments to the work agreed in any Project Documentation, the Supplier will confirm whether this can be undertaken, and if further changes will apply.
- 2.10 The Customer is responsible for ensuring that they can handle any increase in traffic that results from the Social Campaign (e.g. visitors or orders via channels including website, in-store or telephone) and the Supplier may be unable to limit or control this traffic once the Social Campaign has begun.
- 2.11 The Supplier will make reasonable effort to implement only those Social Media Marketing techniques that are regarded as ethical and to use what it considers to be best practice at the time of the Social Campaign.
- 2.12 The Customer acknowledges that Social Networking Websites regularly change the dimensions that images must be produced to. Any work carried out by the Supplier to meet these new requirements from the Social Networking Websites is chargeable at the Supplier's standard rate or as agreed.
- 2.13 If the Customer requires specific comments or content not to be issued on their behalf, this request must be made to the Supplier in writing as soon as possible. The Supplier will endeavour to acknowledge and meet any such requests, but does not warrant that such requests will be successful.
- 2.14 The Customer accepts responsibility for any amendments to the Customer Website or Social Network Profile made by the Customer or their third party, and agrees that the Supplier shall not be liable for any resulting loss or decrease in performance of the Social Campaign. Any remedial work required to remedy the situation shall be at the expense of the Customer.
- 2.15 The Supplier may create content for use on the Customer's Website or Social Network Profile that is designed for use on a specific Social Networking Website. If the Customer requires this content to be used on an alternate Social Networking Website this is chargeable at the Supplier's standard rate or otherwise as agreed.
- 2.16 The Customer must notify the Supplier of all Social Network Profiles and associated Social Network Accounts under the control of the Customer.
- 3.0 Paid Social Network Advertising**
- 3.1 The Customer acknowledges that when a link is acquired through Paid Social Network Advertising, a search engine may attach a higher value to that link based on its length of time in existence. Furthermore, if the link is removed, even if it shall be replaced at a later date, it may lose this value which can result in a detrimental effect upon the position of the Customer's Website in the search engine rankings.
- 3.2 The Customer acknowledges that adverts displayed as part of Paid Social Network Advertising may be removed or cease to be displayed in the event of any of the following:
- (i) Reduction in the budget
 - (ii) Non or late payment
 - (iii) Cancellation of the services
- 3.3 Paid Social Network Advertising is often purchased by the Supplier in US Dollars, and as such is subject to exchange rate fluctuations outside the Supplier's control. This may lead to a variation in volume of advertising the Customer receives. In the event of a substantial exchange rate fluctuation, the Supplier may notify the Customer and give them the option to amend the budget.
- 4.0 Updates**
Timely updates to the Customer's Social Network Profile(s) are a contributing factor to success, and unless otherwise agreed with the Supplier, this should be done by the Customer and by following any best practice guidelines that the Supplier may provide.
- 5.0 Fees and Payments**
- 5.1 Initial Fees and Ongoing Fees will be listed in the Order Form.
- 5.2 Deposit payments are non-refundable.