

**THINKING JUICE LIMITED**  
**Search Engine Optimisation Schedule**  
**(Schedule 5)**  
**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 **“On-page Optimisation”** means amendments made to the text or code of the Customer’s Website, whether by the Supplier or the Customer’s nominated third party
- 1.2 **“Link Building”** means the Supplier undertaking activity with the intention of third party websites creating a link pointing to the Customer’s Website. The third party may be paid a fee for providing the link.
- 1.3 **“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.

**2.0 Introduction**

- 2.1 The Services carried out in respect of search engine optimisation (“SEO”) 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 As the Parties are aware many different factors make up search engine results pages (“SERPS”). The Supplier shall recommend and/or implement for use as many of these factors as the Supplier deems appropriate for the Project to be implemented into the Customer Website. The Customer acknowledges and agrees that, on occasions, some of these factors may not be feasible, for example if the Customer has an existing content management system and it does not allow the creating of search engine friendly URLs.
- 2.3 It is further acknowledged and agreed that every item or factor that cannot be implemented due to the Customer’s technical or business limitations will or is likely to have some effect on the SERPS positions – the Supplier will endeavour to suggest alternative solutions wherever these situations occur.
- 2.4 The SEO Services will be focused in priority order around (but not limited to) the keywords (“Keywords”) that are agreed between the Customer and the Supplier.
- 2.5 No search engine placements are guaranteed.
- 2.6 The Customer acknowledges and agrees that SERPS positions typically take three to nine months to achieve from the completion of the on-page SEO Services.
- 2.7 The Project Documentation will identify whether the Supplier is to carry out amendments to the Customer Website or whether the Supplier is simply to advise the Customer of changes recommended to be made. In the event that the Supplier is carrying out these changes it requires FTP access and the ability to modify the Customer Website code during the Project. In the event the Supplier is simply advising the Customer of changes to be made, further assistance or recommendations requested by the Customer may be chargeable at the Supplier’s current rate after the changes have been supplied.
- 2.8 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 any other delay caused by the Customer it reserves its right to charge for additional time at its normal charge rate.
- 2.9 If the Customer warrants or requires that the Customer Website has been or will be built or modified by a third party in a certain technical way and this turns out not to be the case and causes additional work then charges are applicable.
- 2.10 Once Keywords have been agreed, work will be done in accordance therewith and any amendments thereto will result in additional charges.

- 2.11 It is acknowledged and agreed that once the Services have been provided the traffic flowing from the results (i.e. traffic to the Customer Website originating from the SERPS) cannot be limited or controlled – it is the Customer’s responsibility to ensure that it can deal with any increased demand/traffic.
- 2.12 While the Supplier will make every reasonable effort to implement only those SEO techniques that are regarded as ethical and to use what it considers to be best practice at the time of the Project, the Supplier does not warrant the effectiveness or success rate of these Services.
- 2.13 It is acknowledged and agreed that search engines regularly change their method of ranking (their “algorithm”) and this may cause changes to the Customer SERPS positions. Any work carried out by the Supplier to remedy these positions or any additional work is chargeable at the Supplier’s usual or standard fee rate or otherwise as agreed.
- 2.14 If Customers have specific requirements about files or pages that are private the Supplier can make requests that these are not issued but it is the responsibility of the Customer to specify such files/pages or other private areas and the Supplier does not warrant that its requests will be successful.
- 2.15 If the Customer or any third party makes changes to the Customer Website or takes any action (or omission) the Supplier shall not be liable for any losses/decrease of work and shall not be obliged to provide any further Services.
- 2.16 The descriptions that are picked up in SERPS cannot always be directly controlled by the Supplier.
- 2.17 It could be that “penalties” have already been applied to the Customer’s Website by the search engines prior to the Supplier’s Services being provided, or for reasons outside of the Supplier’s control.
- 2.18 In order to avoid penalties the Customer needs to notify the Supplier if they have other domains that are pointing to the domain; there may need to be modifications agreed to the way those other domains are set up.
- 3.0 Link Building**
- 3.1 Where the Customer has specifically agreed to and paid for Link Building services as part of the Services, the Supplier will provide Link building services for the duration agreed with a view to improving the SERPS positions of the Customer Website.
- 3.2 The Supplier will make all reasonable efforts to add links in a fashion that appears organic and seamless to the search engines so as to avoid any search engine penalties, but cannot and is not responsible for (and does not warrant) any SERPS penalties that may be applied or the lack of performance on one or more Keyword or any indirect or inconsequential loss that may arise.
- 3.3 Link Building is designed to increase SERPS positions rather than to generate direct “click through” to the Customer Website.
- 3.4 The Customer acknowledges that links acquired through the Link Building services are regarded higher by the search engines the longer they are in existence and that if a link is removed, even if it is later replaced, it may lose all of its accrued value with may affect the SERPS positions of the Customer’s Website.
- 3.5 The Customer acknowledges that 1 or more links may be removed, and lose their accrued value, in the event of any of the following circumstances relating to Link Building:
- (i) Reduction in the budget
  - (ii) Non or late payment
  - (iii) Cancellation of the services
- 3.6 Link Building 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 the Customer receiving more or less Link Building than they received when beginning the Services. In the event of a substantial exchange rate fluctuation, the Supplier may notify the Customer and give them the option to increase or decrease their budget accordingly.
- 4. Current Updates:**  
Regular updates of the Customer’s Website is a contributing factor to success, and unless otherwise agreed with the Supplier, this should be done by the Customer and in an optimised way.
- 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.