

## **Terms and Conditions**

### **1. Definitions**

1. The Company means redsauce.com Ltd
- 1.2. The purchaser of our services, the client, the customer, you– means the person or company who procures or agrees to procure to buy services from the Company [redsauce.com].
- 1.3. The Terms – stands for the terms and conditions set out herein or agreed in writing with the Company.
- 1.4. The Services – means the services agreed with the Company, including Stand-alone products or Bundled product services such as 'Clarity' or 'Searchlight'.
- 1.5. The Price – means the price exclusive of Value Added Tax (VAT)
- 1.6. Order – means an order, contract or agreement for Services from the Company
- 1.7. The Site – means the website(s) owned by redsauce.com.
- 1.8. The Client's Site or Website – is defined as the website(s) owned by the person (s) or company / business that procures or agrees to procure services from the Company.
- 1.9. Content – means news articles, features or descriptions / text provided by the Company.
- 1.10. Web Tools – is defined as tools or applications provided by the Company.
- 1.11. Rental – means the hiring of services or products by the Company over a specified period of time.
- 1.12. Feed – is defined as the supply of the Company's hosted products, services or data to a Client / Client's Site.

### **2. General**

- 2.1. These Terms and Conditions cover all services offered by the Company [redsauce.com]
- 2.2. Using these Services beyond those permitted by the Terms is unauthorised and unlawful.
- 2.3. We, the Company reserve the right to modify these Terms at any time.

### **3. Content**

- 3.1. Content and any related information and analysis on or included in any email that has been sent from us is provided 'as is' and 'as available'. All Content is provided in good faith, and whilst we will use reasonable measures to ensure the accuracy of the Content, we make no warranties / guarantees (express or implied) regarding accuracy or completeness or fitness for any purpose, and we expressly exclude any liability in respect thereof (other than warranties not capable of exclusion).
- 3.2. The information contained within the Content may be updated and may at times be out of date. We accept no responsibility for keeping the Content articles up to date, and no liability for any failure to do so. No liability is accepted for any errors or for any losses that may be incurred if any Content is relied on.
- 3.3. Content may be purchased outright unless rented as part of a Bundled product service wherein the content shall be supplied via a feed and remain the property of the Company.

3.4. Content is meant for general reference only. Application of the Content to any specific instances or for any particular purpose is the Client's sole responsibility.

3.5. Except as stated below, the Content may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without our prior express written permission.

3.6. You may print off or download to hard or portable disk the Content for the purpose of private and / or personal non-commercial use. You may also permit your computer to make an electronically stored, transient copy of Content for the purpose of viewing it while connected to the Internet only. However, you may only make one copy of any Content / article.

3.7. You may not distribute, display or copy any Content to third parties including (but not limited to) 'caching' any Content for access by third parties, and 'mirroring' any Content.

3.8. You must act lawfully, and you will fully indemnify us against any liability we may incur as a result of any use by you which is unlawful, or which is in breach of these terms.

#### **4. Services**

4.1. The Company [redsauce.com] specify that, prior notice should be given for any alterations relating to your website(s) that could affect the Services supplied by The Company [redsauce.com]. If alterations or changes are made by the client or a third party on behalf of the client's site, the Services or the delivery thereof may be affected and The Company cannot be held responsible.

4.2. The amount and the description of the services shall be as set out in the Contract Order form and pro-forma invoice.

4.3. All agreed Service Level Agreements will be documented in the Contract Order form and pro-forma invoice.

#### **5. Bundled Product Services Agreements**

5.1. The Company [redsauce.com] shall only provide defined Bundled product services such as Clarity & Searchlight (detailed in section 6 below) on minimum fixed term agreements.

5.2. The Company [redsauce.com] reserve the right to amend the products provided in any defined Bundled product service in order to respond on behalf of the Client to any significant changes or movements in search engine algorithms.

5.3. Bundled product services supplied by the Company [redsauce.com] may comprise a combination of one-off works, reports and consultations including the rental of hosted products and services, the payment for which shall be subject to an initial up-front deposit followed by 12 equal monthly instalments for Clarity services and 6 monthly Instalments for Searchlight campaigns.

5.4. Clarity services shall be subject to a minimum 12 months agreement and Searchlight subject to a 6 Month Agreement. Should the Client choose to cancel the agreement after this term has expired, then a period of 30 days' notice must be given in writing to the Company [redsauce.com Ltd]. Cancellations requests submitted prior to the expiry of the full term of the agreement shall only be accepted where 30 days' notice is given in writing and shall be subject to the conditions laid out in section 8, 'Refunds & termination of Contract', item (8.2).

5.5. Month 7 in the case of Searchlight agreements, or month13 in the case of Clarity agreements, shall continue to be charged at the prices defined in the existing order unless the Client requests and the Company [redsauce.com Ltd] agrees to add further

products or services to the agreement, at which time a replacement Bundled product services order, with a new pricing plan, shall be agreed.

5.6. Any replacement Bundled product services agreement shall be deemed to be a new order and shall be subject to all of the terms detailed in this section [section 5].

## **6. Clarity & Searchlight**

6.1. The Company [redsauce.com] reserves the right only to retain Clients who subscribe to the Company's defined Bundled products service, 'Clarity' or 'Searchlight'.

6.2. 'Clarity' and 'Searchlight' are defined as a combination of products and services selected from the Company's core product and services menu.

6.3. The Company [redsauce.com] shall consult with the Client to prioritise and agree the combination of core products and services, (and at what level they need to be applied), which together shall constitute the Clients' bespoke Clarity or Searchlight agreement.

6.4 Clarity and Searchlight are Bundled product services and are subject to the specific terms as laid out in section 5 above.

## **7. The Price and Payment**

7.1. The total price will be the price set out on the order and/or pro-forma invoice. The price is exclusive of VAT which shall be due at the rate ruling on the date of The Company's pro-forma invoice.

7.2. All up-front payments shall be paid to redsauce.com at the time of the order. You will be notified by email upon commencement of your subscription period start date. This date can also be obtained by contacting your Account Manager. The Company will contact you by email, telephone or post to inform you that your subscription is due for renewal for a subsequent 6 or 12 months.

7.3. In agreement with The Company, payments can be accepted on a monthly basis. Under these circumstances, the first payment is required and the remainder of the balance shall be paid during the contract period by standing order. The monthly amount will be set at the time of your order.

7.4. Set up charges are payable in advance and not refundable. The Company will not be required to commence provision of services until the agreed set up costs or initial up-front deposits are received in the form of cleared funds.

7.5. All invoices are to be paid within 14 days of date of invoice.

7.6. Failure to pay the monthly fee may result in an administration charge of £25.00 +VAT charge for each late/missed payment. If you miss two payments The Company is entitled to initiate court proceedings to recover the full contract value remaining owed to The Company until the end of the 6 or 12 months agreement.

7.7. The Company operates various Services designed to complement your other search engine marketing activities and therefore is not responsible for the Client's website rankings. Timescales for improved search engine listings are estimates and unique to each client and dependent on a number of elements, including: the client's website; being registered within the search engines; the generic level of the clients ordered search terms; how established the client's website is and the Services the Client requests. NO guarantees are offered by The Company.

## **8. Refunds & Termination of Contract**

8.1. If, signing your contract with The Company, you make changes to your site, use unethical SEO techniques or add pharmaceutical or gambling links to your site that are not relevant, The Company will issue a 7 day cancellation request. Should you fail to remove these links / practices, The Company will cancel the existing contract with immediate effect and all fees payable to The Company will be retained.

8.2. The Company is under no obligation whatsoever to accept the cancellation of services or orders incorrectly placed. Cancellations will only be accepted once received in writing and only after a minimum 50% term of the agreed contract length has expired. All cancellations will be subject to a handling charge of 30% of the outstanding contract value including any unpaid fees or invoices that remain outstanding at the time of cancellation.

8.3. Without prejudice to any other rights or remedies which either party may have against the other for breach or non-performance of any of the terms of this agreement, either party may terminate this agreement with immediate effect by written notice to the other party in the event that the other party fails to pay any of the sums due under this agreement within 30 days of the falling due or the other party fails to perform or comply with any of the obligations under this agreement and fails to rectify such failure within 7 days of being given notice to do so or the other party is found to be in breach of any of the warranties given in this agreement or if the other party enters into liquidation, bankruptcy or other insolvency procedure whether compulsorily or voluntarily other than for the purpose of reconstruction or amalgamation or if an assignee is appointed for the benefit of the other party's creditors or of a receiver of the other party suspends any payment of its debts or if any similar situation arises or in the event of a Force Majeure.

8.4. Following termination or agreed cancellation of a contract, the client will pay all outstanding invoices and or cancellation charges as instructed on a final invoice within 14 days of termination.

## **9. Intellectual Property Rights**

9.1. The copyright and database right in any Services remain the property of redsauce.com Limited or of the copyright owners (as the case may be). Under no circumstances will you have any claim to copyright or ownership of any intellectual property rights in any Services.

9.2. Any work carried out on your site(s) or Services provided to your site(s) by The Company shall remain the property of The Company until payment has been received in full by The Company and is not subject to any form of recovery or cancellation by way of charge back or otherwise. All Services provided to the client or their agent, may be removed from the applicable website by The Company at any time after the due date of payment has passed and the payment has not been received in full or if payment has been received in full, has been made subject to a charge back, any costs incurred by The Company will also be recovered.

9.3. If you do not renew your 6 or 12 month subscription of the Services provided by The Company, you must remove any and all references to The Company on the viewable page and within the source code, this must be removed within 14 days from the cancellation date.

9.4. If the client is found to be using unethical techniques to try and achieve high

listings on the search engines (such as cloaking, hidden text, keyword stuffing, etc.) The Company will issue a 7 day cancellation request. If the questionable techniques are not removed within that time, The Company will cancel the existing contract with immediate effect and all fees payable to The Company will be retained. The Company will not be held liable for the effect of client using unethical techniques.

9.5. The Company uses software to track and monitor unique Services that have been completed on a client's web site. If this work is replicated or copied in any way (including coding & scripting, software, text content and analytical information) and not paid for, The Company will instruct legal action unless payment is made for the given plagiarism.

9.6. The Company owns the intellectual property of the Services provided. In the event of a cancellation or non-renewal of the service, this intellectual property remains the property of The Company and must be removed from the client's site, this includes coding & scripting, software, copy written content and analytical information.

9.7. The Company agree not to reuse or redistribute the content we provided to you as long as you have paid in full for the content. We also agree not to reuse the content we provide to you in the same form as provided to you. The Company cannot be held responsible for similar content appearing anywhere nor can we be responsible for someone else misusing our content.

## **10. External Links**

10.1. Certain sections of the Site contain links to external web sites maintained and operated by third parties. These links are provided solely for the convenience of Users, and the provision of such links does not imply any endorsement of such website. We are not responsible for any information on any such third party's website.

10.2. You must remove and not reinstate any link to this website from any other website if we request you to do so. You may not create any link to or use any portion of this Site in any manner that may create confusion either about the identity of this Site (or about us as the source of origin of such portion of this Site), or in any manner that may create a likelihood of confusion as to sponsorship of third party content by us, or as to an affiliation with this Site or with us.

## **11. Liability and Warranties**

11.1. To the extent permitted by the applicable law, we disclaim all representations and warranties with respect to the Site and any Services thereon, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose; in no event will we be liable for indirect, special, incidental or consequential loss or damage which may arise in respect of the Services, its use, or in respect of other equipment or property, or for loss of data, profit, business, revenue, goodwill or anticipated savings, even if we have been advised of the possibility of such loss.

11.2. In the event that any exclusion or other provision contained in these Terms be held to be invalid for any reason and we become liable for loss or damage that could otherwise have been limited, such liability shall be limited to £100.

11.3. We do not exclude liability for death or personal injury to the extent only that the same arises as a result of negligence for which we are liable.

11.4. Data given by the Tools or other Services is for information purposes only and should not be relied upon as accurate. The Services provided by the Company and/or provided on the Site should be used only to compliment your other search engine marketing activities.

## **12. Prohibited Use**

You may not commercially distribute, publish or exploit the Site, or any content, code, data or materials on the Site, unless you have received the express written prior permission of the Company or the applicable rights holder. You may not download, display, copy, reproduce, distribute, modify, perform, transfer, and create derivative works from, sell or otherwise exploit any content, code, data or materials on the Site. If you make other use of the Site, you may violate copyright and other laws of England or other countries and you may be liable for such unauthorized use. The Company will enforce its intellectual property rights to the fullest extent of the law.

## **13. Trademarks**

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Site or on Services available through the Site are registered and unregistered Trademarks of the Company and other owners and may not be used unless authorized by the trademark owner. The Company will enforce its Trademark rights to the fullest extent of the law.

## **14. Miscellaneous**

14.1. By using the Services you agree to be bound by these terms. These terms supersede all prior agreements and are complete and exclusive. No oral or written information given by us or on our behalf shall create a warranty or collateral contract, or in any way increase the scope of our liability, and you may not rely on any such information. Except as otherwise provided, no addition, amendment or modification of these Terms shall be effective, unless in writing and signed or accepted by us.

14.2. This Site is aimed at users in the United Kingdom. Where UK regulatory authorities have jurisdiction over the contents of this Site, we have attempted to ensure compliance with the requirements of such regulatory body. However, some of the information in the pages contained in this Site is not intended for access from certain other jurisdictions, and no representation or warranty is made as to whether the information available in this Site complies with the regulatory regime of jurisdictions other than the United Kingdom.

14.3. These Terms and all use of the Services are governed by the laws of England and any questions arising shall be dealt with only by the English courts.

14.4. It is always the policy of The Company to develop and improve its services. The Company, therefore, reserves the right to make any improvements to the designs and specifications of the services.

14.5. Nothing in this Agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

14.6. The start date of the contract held between the client and The Company is when the supply of Services commences. Unless specifically stated otherwise, this is the date when the order form is signed by the client.