

i-promote.eu Ltd Terms and Conditions

These terms and conditions should be read and accepted by you prior to your purchase. You accept that by purchasing any of i-promote's products / services, you agree to be bound by these terms and conditions.

1. Definitions

"**Agreement**" means the contract you have entered into by purchasing the products and services to which these terms and conditions apply.

"**Contract Start Date**" means the date this contract is formed.

"**Products / Services**" means the products or services which are provided to you by i-promote.eu Ltd including websites, search engine optimisation and marketing, social media, graphic design and print items.

"**i-promote**" refers to i-promote.eu Ltd.

"**Trade Marks**" means all names, marks and logos from time to time owned by or registered in i-promote.eu Ltd's name.

"**Website**" means www.i-promote.eu or any other website i-promote may designate.

"**You**"/"**Yourself**" means the person/company who has purchased the products / services.

2. Formation of contract

The Contract Start Date is defined as the day on which you indicate your acceptance of the products / services on offer to you. By accepting our products / services you are acknowledging acceptance of the terms and conditions. Subject to the "Your right to cancel or transfer" clause below, this Agreement is not cancellable.

3. Your right to cancel or transfer

If the Consumer Protection (Distant Selling) Regulations 2000 apply, you shall have the right to cancel this Agreement without any liability within 7 days of date of Agreement provided that Services have not commenced and are not due to commence in this period.

Cancellation and/or transfer fees plus VAT shall apply to cancellation of any product / services by you.

4. Cancellation of products / services by i-promote.eu Ltd

i-promote reserves the right to cancel any product / services at any time without liability.

5. Termination

i-promote may terminate the provision of any part of the products / services or restrict your access to products / services without any prior notice to you where (by way of example and without limitation):

5.1 there is a regulatory or statutory change limiting i-promote's ability to provide the products / services;

5.2 any event beyond i-promote's reasonable control prevents i-promote from continuing to provide the products / services. i-promote will use i-promote's reasonable endeavours to find a solution by which i-promote's obligations under this agreement may be performed despite the event in question;

6. Payments

Payment is due upon receipt of invoice, funds must have cleared 14 days after receipt of your invoice or 14 days prior to your first course date; whichever falls first.

Failure to receive the products / services fees in adherence with these terms means that i-promote reserves the right to refuse access to products / services.

7. Prices

The prices quoted are correct at the date of publication and for 30 days thereafter. i-promote reserves the right to adjust these prices outside this period.

8. Services updates

i-promote reserve the right to amend, substitute, modify and improve the content and format of any of their products / services (in whole or part) or to substitute and modify the products / services required from time to time to form products / services in the light of i-promote's industry experience or ongoing improvements in its service to you.

9. Acceptable use policy

You agree to abide by all applicable laws, regulations and codes of conduct and ensure that any material uploaded or distributed or stored by you does not infringe the rights of others.

10. Code of conduct

You shall use the products / services strictly in accordance with these terms and conditions and shall not misuse the products / services. You shall comply with all reasonable instructions or directions given by i-promote in respect of the products / services. In accessing the services you agree not to:

10.1 reproduce or redistribute the content (other than as allowed under these terms and

conditions), modify or in any way commercially exploit any of the content;

10.2 remove the copyright or trademark notice(s) from any copies of the products / services provided;

10.3 create a database by systematically downloading and storing all and any of the content;

10.4 make any commercial or business use of the services or resell or commercially benefit from any part or aspect of the services;

11. Limitation of liability

i-promote will only be liable for losses which are foreseeable to both you and to i-promote as a consequence of i-promote breaching these terms of sale and caused by i-promote's own negligence. i-promote will not be responsible for any commercial or business losses (including without limit loss of goodwill, profits, contracts, anticipated savings, data, or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable to both you and i-promote at the time i-promote's contract was formed, or at the time you began using i-promote's products / services.

i-promote exclude, to the maximum extent permitted by law, any express or implied warranties and conditions and any and all liability to You. Nothing in the foregoing shall limit i-promote's liability for death or personal injury or as otherwise required by law.

In any event, i-promote's maximum total aggregate liability to you shall be limited to the fifty per cent (50%) of the fees paid by You to i-promote in any calendar year.

12. Indemnity

You agree to indemnify (and to hold i-promote and any of i-promote's officers, employees and agents) from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of the products / services and/or your breach of these terms and conditions.

13. Complaints

All complaints and claims relating to i-promote's products / services must be received in writing to info@i-promote.eu. If the claim is requesting a replacement product or service then the replacement product or service must occur within 90 days of the original complaint being made.

I-promote aims to respond to all complaints it receives within 30 days of receipt of the complaint.

14. Contact i-promote

If you have any queries concerning any part of these terms and conditions please contact i-promote by email to: info@i-promote.eu or by post, using the address at the end of these terms and conditions.

All notice (to be given by you under these terms and conditions) and all other written communications from you, must be in writing and may be delivered or sent by prepared first class letter post, or by email, although for service by email to be valid, receipt of email needs to be acknowledged by i-promote. Any notice or document shall be deemed served if delivered, at the time of delivery; or if posted, 48 hours after posting; or if sent by email, at the time of acknowledgement by i-promote.

15. Information management

i-promote will use any personal data collected during your contract or other contact with i-promote in accordance with current UK data protection legislation and i-promote's Privacy Statement from time to time. You may view i-promote's Privacy Statement on the Website.

16. Instructions

You shall be responsible for providing i-promote with clear and unambiguous instructions in relation to the Products / Services. Any ambiguity in any instructions You provide to us shall be interpreted against you.

In any event, i-promote shall have the right to use its discretion when interpreting the meaning of Your instructions and take such action as it believes in its opinion is in Your best interests as a client of i-promote in connection with the Products / Services.

17. Non-restraint of trade

i-promote shall be permitted to act for any client or potential client whatsoever including any of Your competitors and you expressly authorise and agree that i-promote shall be able to act for any client or potential client whatsoever.

18. No duty of care

i-promote shall not owe You any duty of care at law or otherwise and any duty of care owed or implied is expressly excluded to the maximum extent permitted by law.

19. Special Offers

Use of any special offer or discount code is subject to the following terms:

- All offers and discounts are made at i-promote's discretion and can be withdrawn at any time;
- Offers and discounted rates cannot be applied retrospectively to a previously ordered product / service. You cannot cancel a product / service and then reorder it at the

reduced rate;

20. Law

This Agreement shall be subject to the laws of England and Wales. Nothing in these terms and conditions will reduce your rights under current UK law (including statutory rights) relating to the supply of unsatisfactory services.

21.01. SEO - Terms and Conditions

These terms and conditions are binding between **i-promote.eu Ltd** (hereinafter referred to as “we”, “us”, “SEO”, our and our SEO customers hereinafter referred to as “Client”, “you”, him, his. Our offices are at: Unit 3, Stable Barn, Ganders Business Part, Kingsley, Hampshire, GU35 9LU.

21.02. Representations and Warranties

i-promote.eu Ltd agrees to provide you (the customer) with Search Engine Optimisation and Reporting Services (hereinafter referred to as “SEO”).

We are authorised to use relevant keywords and/or phrases for developing and improving the ranking of your website(s) in the search engines (Google, Yahoo and Bing).

21.03. Definitions

To bring clarity into our agreement, we are going to define some SEO terms/jargons which we have used within these Terms & Conditions. Our goal is to develop Terms & Conditions in plain English which is mutually understood by all the parties entering into the contract and which minimises erroneous beliefs.

However we make no warranty/guarantee of accuracy and completeness of the SEO terms described below. Our definitions should not be considered as be all and end all of SEO terminology.

For the purposes of this agreement:

Deliverable - It is a term used in project management to describe a tangible or intangible object produced as a result of the project that is intended to be delivered to a customer (either internal or external). A deliverable could be a report, a document, a server upgrade or any other building block of an overall project [source: <https://en.wikipedia.org/wiki/Deliverable>]

“SEO” –Search engine optimisation (SEO) is the process of improving the ranking of key-phrases which can result but does not guarantee an increase in website traffic via natural or un-paid organic or algorithmic search results as opposed to search engine marketing (SEM) which deals with paid inclusion. [source: https://en.wikipedia.org/wiki/Search_engine_optimization]

Social Media Optimisation - It is set of methods which are used to generate publicity through social media.

Search Engines - It is a computer program which is used to retrieve documents from a computer network. Three popular search engines are Google, Yahoo and Bing.

Client's Competitor - It is an individual or a company which is in the same exact niche as the client and is targeting same/identical keywords in same/near by geographic location(s).

Keyword – Keyword or keyword phrase is a search term(s) which is used to retrieve information through search engines.

Keyword Research - It is a practice used by search engine optimisation professionals to find and research actual search terms people enter into the search engines when conducting a search.

Keyword Stuffing - It is considered to be an unethical search engine optimisation (SEO) technique. Keyword stuffing occurs when a web page is loaded with keywords in the meta tags or in content. [source: https://en.wikipedia.org/wiki/Keyword_stuffing]

Keywords cannibalisation - Several web pages targeting same keyword(s)

URL- It is the address of the web page on the Internet.

URL Canonicalisation - It is the process of picking the best url when there are several choices, and it usually refers to home pages. [source: <https://www.mattcutts.com/blog/seo-advice-url-canonicalization/>]

Link Building – It is a Search Engine Optimisation technique which is used to get backlinks (or votes) for a website.

Link Bait - Link bait is any content or feature within a website that somehow baits viewers to place links to it from other websites. [source: https://en.wikipedia.org/wiki/Link_bait]

Website Usability - It means how easy it is for visitors to use your website.

Website Accessibility - It means how accessible your web pages are to your visitors and search engines.

User Engagement - It refers to the degree to which a visitor has been positively influenced by the website and is engaged to it.

Conversions - Also known as goals. They can be orders, leads, downloads, page views, sign ups, traffic etc.

Conversion Rate - It is the percentage of visits which result in goal conversions.

KPI - KPI or Key Performance Indicator is used to measure how well an organisation or individual is accomplishing its goals and objectives.

Link popularity - It is the measure of the quantity and quality of inbound links (back links) to your website.

Confidential Information - It includes but is not limited to, any and all fees, services, documents, recommendations, reports, e-mails, postal mail, courier or phone/skype consultation for the purpose of reporting, recommending or educating the client by i-promote.eu Ltd for carrying out search engine optimization services.

21.04. Deliverables

Many of the techniques used by i-promote.eu during the delivery of your SEO campaign are confidential to i-promote.eu Ltd. SEO deliverables will vary between digital agencies therefore because techniques can be shared between customers and other agencies we choose to keep our methods private. i-promote.eu can disclose that all of our methods are white hat and designed to have maximum effect on the search engines, our methods are not designed to trick the search engines in any way. Some of the methods used within our campaigns are outlined within the scope of this document. i-promote.eu will use any of the following tools at its disposal during the ongoing running of your SEO campaign.

1. Website Audit Report

It provides (but it not limited to):

1. Review of the competitiveness of the industry and the targeted keywords.
2. Review of the current ranking potential of the client's site and back link profile analysis.
3. Review of issues related to website usability, website credibility, websites accessibility, user engagement, legal issues and suggestions regarding how to fix them.
4. Recommendations for avoiding/fixing negative SEO issues (keyword stuffing, duplicate contents, URL canonicalization, hidden text, hidden links, sneaky redirects, keywords cannibalization etc)
5. Recommendations regarding content development. What type of content and content categories can attract additional traffic and links and can help in improving conversions (goals).
6. Suggestions regarding link building. From where and how you can acquire/request/buy links.
7. Review of the client's site traffic, how visitors find your website, where they come from and how they use it. How keywords and advertising campaigns are performing. How the site is

performing in comparison to hundreds of other sites in the comparable industries.

2. Competitive Analysis Report

It provides vital information regarding competitors like who are your competitors, which keywords they are targeting, what are they doing to attract traffic and links. From where they have got their back links. We also determine the current ranking potential of your competitors in search engines and help in establishing KPIs.

3. Keyword Research Report

It provides list of keywords that can bring highest volume of relevant traffic to the website along with their search volume. It also provides suggestions regarding how keywords should be used on site to attract additional traffic.

4. Website Optimisation

We try to fix all the issues we have identified during website audit, so that the website works for the client's business and is able to convert relevant traffic into sales or leads.

5. On-page optimisation

We modify the title tags, meta tags, content, HTML code, naming conventions and other on-page factors of client's website to make it relevant to search engines (Google, Yahoo and Bing) for targeted keywords. We do keywords positioning/placement to attract additional traffic to the site.

6. Link Building

We acquire/request/buy links from vast array of websites to improve the ranking potential of your website in search engines and to rank for targeted keyword phrases.

7. Link Bait/Viral Content Development

We develop and promote content (press releases, articles, blogs, link baits etc) which help in getting additional traffic and links to your site and also helps in improving the conversion rate.

8. Social Media Optimisation

We develop methods to generate publicity through social media like blogs, forums, social networking sites (Facebook, linked-in, orkut etc), meet-up groups, industry events etc.

9. SEO Analysis

We continuously monitor the effectiveness of our SEO campaign and send you ranking reports on a monthly basis.

10. SEO Training

We provide SEO training through phone/online consultation or on-site consultation (visiting clients premises) or both. In this training you will learn the basics of search engine optimisation, how search engine works, what are Google webmaster guidelines and why they are important.

You will also learn how to interpret the Google analytics data, how to conduct usability test, how to attract links, traffic and many more things.

Payment Terms

You agree to pay us a fee as stated within the made “agreement.” Fee must be received prior to the start of any services provided. All payments shall be made in UK Sterling (United Kingdom Sterling) by bank transfer or Pay Pal, unless otherwise agreed by i-promote.eu Ltd.

Our organic SEO campaigns run monthly, therefore it’s important to make timely payments within the payment date outlined on our invoice. i-promote reserve the right to suspend work if payments are not kept up to date, the work will be made up once you have caught up with payments.

Any incidental cost related to the SEO Services provided to the client like long distance telephone calls, shipping, postage, courier and travel will be reimbursed to i-promote.eu by the client.

If the client decides to end the project for lack of funds, change in focus or for any other reason other than which violates any term of this agreement, then the client is required to pay for all the work i-promote.eu has done up to the time that client notifies i-promote.eu Ltd not to continue with the project at hourly rate of UK £75+VAT per hour

21.05. Project Timeline

Unless otherwise agreed in writing during the formation of your SEO contract. Organic SEO campaigns run monthly with reports delivered to you on or around the 15th of each month. The delivery of the monthly report constitutes delivery of the SEO project for that given month meaning all monies owed for the previous month need to be made in full. If you wish to discuss your SEO or payment, you have 7 days to raise any concerns with your account manager. At this juncture work will already be taking place for the commencing month. SEO projects for the previous months work cannot be cancelled retrospectively beyond the 7 day objection window.

21.06. Assignment of Specific Rights

For the purposes of receiving professional SEO services, you agree to provide the following:

1. Give i-promote.eu Ltd FTP and other back-end access to the web site for uploading new web pages and making changes on the web pages for the purpose of on-page optimization. Alternatively, i-promote.eu Ltd will provide instructions for the customer's website developers to make changes to their website in order to support the SEO campaign. If the client fails to carry out these instructions i-promote cannot be held responsible for any failure in the client's SEO campaign.
2. Permission to communicate directly with any third parties, e.g., your web designer, web developer etc if necessary.
3. Full access to existing website traffic statistics for analysis and tracking purposes like access to Google Analytics, Omniture etc.
4. Permission to use client official email address for the purposes of requesting links (something like ``)
5. Client authorises i-promote.eu Ltd to use of all client's logos, trademarks, Web site images, content etc, for use in creating informational pages and any other uses as deemed necessary by i-promote.eu Ltd for search engine optimisation and social media optimization.
6. 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. i-promote.eu Ltd can create site content at additional cost to the Client. If Client is interested in purchasing content from i-promote.eu Ltd, it can be provided at additional cost of UK £50.00 per 300 words/page.

21.07 Non Disclosure Agreement

At any time during or subsequent to the contract period, client agrees to keep in strictest confidence and trust all of i-promote.eu Ltd.'s confidential information to which the client has access. The client will not use or disclose the i-promote.eu Ltd confidential information without the written consent of i-promote.eu Ltd

Client agrees not to attack i-promote.eu and any of its employee(s), associate(s) or partner publicly (on public forums, blogs, social networks etc) at any time during or subsequent to contract period.

Similarly, client agrees not to seek for SEO advice on SEO forums, blogs, community groups or any social media in a way which brings bad name to the company or any of its employee, associate or partner. In case of breach of non-disclosure agreement, client agrees to pay UK £5,000 to i-promote.eu Ltd as damages.

21.08. Disclaimers

Client acknowledges the following with respect to SEO services from i-promote.eu Ltd

1. All fees are non-refundable.
2. i-promote.eu Ltd has no control over the policies and ranking algorithms of search engines with respect to the type of sites and/or content that they accept now or in the future. Client's web site may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory.
3. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, i-promote.eu Ltd does not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
4. Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than 3 months or have enough back link strength. i-promote.eu Ltd assumes no liability for ranking, traffic, indexing issues related to such penalties. Consequently, client understands that ranking new websites is much more difficult than ranking old and established sites and should not have unrealistic expectations about rankings, traffic and revenues.
5. New website may get temporary boost in ranking for some targeted keywords for few days but then it settles down to its real place. This is known as 'new site boost effect' and it is quite common to happen. Consequently, client understands that his new site has not really got top rankings within a month and soon it will go down to its actual position.
6. Occasionally, search engines will drop listings for no apparent reason. Often, the listing will reappear without any additional SEO efforts.
7. A website search engine ranking can fluctuate any day, any time because of on-going changes in the ranking algorithm, SEO efforts made by the competitors or both.
8. i-promote.eu Ltd makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if the SEO work is destroyed either wholly or in parts, either knowingly or unknowingly by any party other than i-promote.eu Ltd or without the prior consultation of i-promote.eu Ltd . SEO work is considered to be destroyed either wholly or in parts if following changes (but are not limited to) are made to a website by any party other than or without first consulting i-promote.eu Ltd
 - i. Changes in the file(s) or folder(s) name
 - ii. Putting a file in a different folder or putting a folder in another folder or sub domain
 - iii. Making changes in the head section of a document like changing the text in the title tag,

removing certain HTML tags required for site authentication.

iv. Deleting a link, folder, file, web document or sub domain.

v. Modifying text on a web document like changing the formatting of the text or repositioning the text.

vi. Removing analytics code from the web page which is used to track website traffic.

vii. Linking out to any website without prior consultation with i-promote.eu Ltd.

viii. Adding a file, folder, web document, widget or any functionality.

ix. Renaming URLs of existing web documents.

x. Taking down the website or part of the website.

xi. Renaming, re-locating, adding or removing any file, folder or sub domain on a web server including web documents, robots.txt, .htaccess file, sitemap.xml, rss.xml etc

xii. Changes in the site architecture

xiii. Changes in the anchor text

xiv. Making any changes on an optimised web page

9. i-promote.eu Ltd makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if:

i. The client fails to resolve i-promote.eu Ltd on time.

ii. Make delays in providing required access, documents, permissions or any support for Search Engine Optimisation purpose

iii. Fail to make necessary changes on the website as and when advised by i-promote.eu Ltd for carrying out the Search Engine Optimisation services.

iv. There is a server outage for prolonged time on client's site.

10. i-promote.eu Ltd is not responsible for the Client overwriting SEO work. The Client will be charged an additional fee for re-constructing, re-optimising content/web pages, based on the hourly rate of UK £75 per hour.

11. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to i-promote.eu Ltd for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend i-promote.eu Ltd and its subcontractors from any liability or suit arising from the use of such elements.

21.09. When this contract comes to an end

Your contract comes to an end when everything specified in the contract has been done. It can also end if there is a breach of contract and either party decides to cancel it.

The contract can also be ended by mutual agreement of the parties involved in contract or when it becomes impossible to carry out the obligations specified in the contract like due to man-made calamities (riots, acts of terrorism, war etc) or natural calamities (like flood, hurricane, earthquake, volcanic eruption etc)

21.10. Governing Law and Jurisdiction

Governing law means which country's rule of interpretation and legal remedies apply in case of any dispute arising out of the contract. Jurisdiction means the place where your dispute will be heard.

This Agreement (Contract) shall be governed by the laws of the United Kingdom and the parties submit to the exclusive Jurisdiction of the courts of Southampton, England in respect of any dispute or difference between the client and i-promote.eu Ltd arising out of this Agreement (Contract).

Any dispute or difference can also be resolved outside the court by appointing an independent third party (also known as arbitrator) on mutual agreement of the client and i-promote.eu Ltd. However, in this case arbitrator decision is considered to be final and cannot be disputed or appealed in the court of law.

This contract is all inclusive and no other oral or written contract exists between the two parties stated in this agreement. By signing this contract, you agree that you fully understand this contract, you are legally competent and authorized to enter into the contract and you sign this contract on your 'own free will' without any undue influence, misrepresentation of facts or by mistake.

You also represent and warrant to i-promote.eu Ltd that you have no interest or obligation which is inconsistent with or in conflict with this agreement or which would prevent, limit, or impair i-promote.eu Ltd performance of any part of this agreement. You agree to notify i-promote.eu Ltd immediately if any such interest or obligation arises.

22. Copyright statement for blogs, articles, images, website banners & website copy

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“Attention: Permissions Coordinator,” at the address below.

Unit 3, Stable Barn, Ganders Business Park, Kingsley, Hampshire. GU35 9LU.

Please note that all text/imagery produced by i-promote.eu Ltd is the property of i-promote.eu Ltd. i-promote.eu Ltd does reserve the right to modify or reuse content without further notice.

22.1 Printed proofs and sign off process

We will always send a digital proof via email for customer's approval and it is your responsibility to check spelling, grammar and all contact details are correct. If they are not please communicate this clearly to us so that we send a revised proof. It is your responsibility to clearly communicate if it is approved for print via reply email. On receipt of an approval from you we would normally put these into production straight away so cant be held responsible if you them make further changes and the job has already gone into production.

22.3 Print Quality

You accept that colour variations are inherent within the printing process for files submitted. You also understand and accept that computer hardware set-ups are such that we cannot guarantee that the Product colours will match those displayed on your computer screen during the ordering process.

22.3 Due to the nature of the printing process, we shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied.

22.4 Due to the ink tolerances involved in the four colour printing process, slight variance in finished printed colour is inevitable.

22.5 Pantone spot colour matches cannot be produced using the full colour process.