



TERMS + CONDITIONS.

as at December 12th, 2013

AdWords

SEO Consulting

OnPage Optimization

OffPage Optimization

SEO Analyses



1. Object of the contract

a) Business objective of SEONATIVE GmbH - hereinafter referred to as SEONATIVE - is the optimisation of websites for search engines. The service has the purpose of making the client's web pages appear as the front entries of the hit lists of market-relevant search engine providers, so as to specifically target potential customers. Specifically, the range of services is described in section 3.

b) All relationships and contracts existing between SEONATIVE and the client are governed by these General Terms and Conditions (GTC). Any deviating regulations and GTC - of the client - are not valid unless SEONATIVE agrees to them expressly in writing.

2. Offer and contract conclusion

a) Offers are not legally binding and are subject to change. Orders or declarations of acceptance of the offer by the client must be in writing and their validity is subject to electronic or written permission of SEONATIVE.

b) This GTC applies as the legal basis to all offers, services and deliveries. Any deviating or additional agreements must be recorded in writing, in particular, client's conditions that do not assume any automatic validity even when SEONATIVE does not explicitly reject them as part of a service contract.

c) Agreements which are made by SEONATIVE employees or officers, are null and void if they deviate from this GTC or the relevant service and tariff descriptions. In particular, statements about the targeted increase in the number of visitors are not legally binding.

3. Service specification

a) Scope of the deliverables resulting from the service specification in customised contract or as part of an order confirmation by the agency. Subsequent changes to the scope of services require written confirmation by SEONATIVE. SEONATIVE may design at its own discretion during order fulfilment, but within the framework specified by the client.

b) The client will provide SEONATIVE timely and complete access to all information and documents that are necessary for provision of the service. The client will inform SEONATIVE of any circumstances that are of importance to the implementation of the order, even if they are known only during the execution of the order.

c) The client is obliged to review the documents made available for the implementation of the order (video material, photographs, logos, etc.) in terms of copyrights, trademark rights or other rights of third parties.



4. Guarantee and warranty

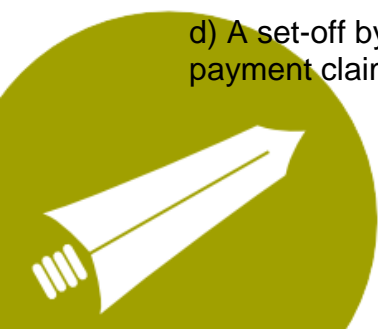
- a) SEONATIVE ensures that the services provided correspond to contractually laid down service specification. SEONATIVE will not assume any liability for services of third parties, such as proper and safe network operation.
- b) Only reproducible errors which are attributed to a qualitatively poor service provided by SEONATIVE apply as errors in the provision of services by SEONATIVE. Other causes, such as faulty operation, external optimisation measures and content changes, defective hardware, adverse ambient conditions or poor data quality are not considered as errors in terms of warranty.
- c) If a contracted service has not been fully provided by SEONATIVE, then SEONATIVE may make improvements in order to satisfy the warranty. Various methods are available for this purpose - from website registration through further optimisation of the website in terms of design and content to the modification or redesign of the underlying online marketing strategy. Only if the contractual objective has not been achieved even after three attempts for improvement within a adequate time period specified in writing, the client may reduce the remuneration or terminate the contract. To this end, he must prove that he has sent a reminder for the elimination of the defect in writing to SEONATIVE and that SEONATIVE is culpable of the defects. Claims for damages are governed by Section 10; there are no other warranty claims.

5. Copyright licences

- a) SEONATIVE is entitled to all copyright licences for the websites and content produced by it. Transfer the rights to the client must be in writing.

6. Prices, payment, due date

- a) All prices are net prices plus value added tax.
- b) Invoicing is done primarily upon provision of the respective (partial) service, payable without deductions within two weeks of the invoice date. Any deviating agreements are possible.
- c) If SEONATIVE is operating in places other than its head office (currently Stuttgart), the expenses for travel, food and drink, and overnight stays, if required, in addition to the provided services, will be invoiced to the client. A flat rate of EUR 0.40 per kilometre applies to trips by car, while for other means of transport as well as for overnight stays, the costs incurred shall be based on the receipts submitted, and the maximum rates allowed in tax terms shall apply to food and drink expenses. Any deviating agreements are possible.
- d) A set-off by the client can be done only in case of undisputed or legally established payment claims.



e) If client domains are registered in search engines subject to charges, the following applies to the time of invoicing: after successful registration for corporations, in advance for individuals and one-person companies.

f) The interest charged by SEONATIVE when the client is in default with the payment amounts to the base rate of the European Central Bank plus 5 percent, but at least 7 percent. Compensation for any other damage caused by the default may also be collected.

7. Term of the contract, termination

a) Terms of the contract, notice periods for termination and extensions are individually agreed and laid down exactly as part of the offer or contract.

b) Should important reasons be present, immediate termination of the contract is independent of the minimum notice periods. Such reasons could be 1. outstanding payments to be made by the client, a bankruptcy of the same or a (judicial and extra-judicial) settlement proceedings against the client; 2. seizure of the client's claims existing longer than 14 days; 3. illegal contents (according to the provisions) in the websites, operated by the client and optimised by SEONATIVE; 4. Breaches of contractually stipulated obligations, such as the obligation to confidentiality. A reason that justifies the termination shall be accepted once a third party files objections to the use of the terms and contents mentioned and inserted by the client.

8. Responsibility, exemption

a) The client is solely responsible for ensuring that the content and terms published by him do not violate any law - such as competition, copyright or criminal law. SEONATIVE shall not perform a legal review of the contents.

b) Should SEONATIVE come to the conclusion that the content and terms used by the client violate applicable law or morality in business, then the rejection of the corresponding terms or orders is expressly reserved.

c) Should the client use the content and/or terms, which infringe the rights of third parties or applicable laws, then the client shall indemnify SEONATIVE from all legal claims.

d) Should SEONATIVE be sued by third parties for omittance, then SEONATIVE reserves the right to either delete the impugned websites or redesign them in a legally compliant manner and/or make such a declaration of omittance.

9. Cooperation

a) All information necessary for the provision of the contracted services and other assistance must be made accessible or provided by the client to SEONATIVE.



b) The quality of services provided by SEONATIVE must be evaluated by the client immediately, and SEONATIVE must be notified immediately of any detected defects in writing and in detail. Should a review of the allegations initiated by the client and conducted by SEONATIVE reveal that no defect or only those for which SEONATIVE is not responsible occur, then SEONATIVE can charge the client the cost incurred by the review.

c) If the client does not fulfil its obligations to cooperate, then SEONATIVE is also exempt from the requirement to provide services. If SEONATIVE has to put in extra effort, which is caused by lack of cooperation of the client, the costs incurred shall be charged to the client according to the current price list.

d) The client shall ensure that SEONATIVE, if necessary, is granted access (or equivalent) to the websites to be optimised and the relevant domains.

e) For the purposes of self-marketing, SEONATIVE receives the right to announce an existing contractual relationship publicly, mentioning the client's name, without any further information on SEONATIVE's homepage. In addition, both sides undertake to maintain secrecy of the details of the contract - such as volume and keywords.

10. Liability

a) Should loss or damage occur due to the conduct of SEONATIVE - for example, by default, tort, warranty, non-performance or breach of collateral duties - then SEONATIVE assumes liability only in case of intent or gross negligence (only in case of intent for auxiliary personnel). SEONATIVE pays damages 1. in full in case of intent; 2. in the amount of the typical damage, which would have been avoided upon diligent provision of services or the presence of all the promised properties, in case of gross negligence or in the absence of contractually assured property; 3. in an amount typical to the uncorrected damage, limited to the order amount (for services and supplies) or on annual compensation for all damage incidents in the calendar year (for recurring services), also only in the presence of a breach, default or initial incapacity that may endanger the purpose of the contract.

b) SEONATIVE does not offer any compensation if the cause of a breach of duty is outside of the SEONATIVE area of responsibility, e.g. if a third party does not properly provide the required supplier services or technical problems, for which the third party is responsible, occur.

c) The statutory liability for personal injury and under the Product Liability Act remains unaffected.

d) SEONATIVE is liable - except in case of intent or gross negligence - only for the recovery of data if they can be reproduced with reasonable effort from the existing data available in machine-readable form.



11. Confidentiality

During the term of the contract and two years thereafter, the client obliges to maintain confidentiality of all business and trade secrets and of any information (including know-how about usual search patterns and relevant technologies) that were provided by SEONATIVE or persons authorised by SEONATIVE to him during the performance of the contract.

12. Applicable law and venue

a) Changes or additions to the contract, including side agreements must be in writing.

b) Should one or several provisions of the contract, including the GTC be or become invalid, the validity of any other provisions or agreements in doubt shall remain unaffected. Instead of the invalid provisions, a provision which comes closest to the economic purpose of the invalid provision in a legally permissible way should apply.

c) Exclusive venue is Stuttgart. The law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) applies.

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