

## Terms of Business

1. These terms should be read and understood (where applicable in conjunction with any quotation provided by Business Marketing Online Ltd) and structure an obligatory agreement between the client(s) and Business Marketing Online Ltd (BMON).
2. These terms and conditions apply in full and exclude all other terms and conditions whether provided by the client or any third party unless previously agreed by BMON in writing.
3. BMON does, in consideration of the payment to them by the client of the fees as accepted in the quotation, agree to provide services described in the same quotation subject to these terms.
4. The client will co-operate with and act in good faith towards BMON and provide on request such materials as requested by BMON.
5. Payment of fees:
  - a) For Pay Per Click Advertising campaigns you agree to pay an agreed monthly management fee for management of your campaign for a minimum period of one month. Invoices are issued on the first day of the campaign start month and are due within 30 days of the date of invoice. The campaign may be suspended if payment is not received in a timely manner.
  - b) For website and content development you agree to pay invoices within 30 days.
6. BMON shall be entitled to immediately restrict, suspend or terminate the service and the client's use of any works and or terminate this Agreement upon the client's material breach of this agreement (including without limitation the non-payment of any sum as and when due) unless the client remedies such breach within 14 days of its occurrence.
7. BMON may charge additional fees in the event of delays or additional work caused or required by the client, including its failure to provide BMON with such information, materials, instructions, media or approvals, as are reasonably required for the supply of the works, appropriately and/or on time. BMON also reserves the right to make additional charge in the event of changes to the cost of labour, services and other conditions outside of BMON's reasonable control, or the client requires the supply of additional or varied services in addition from those originally agreed or as described in any quotation to which these terms apply.
8. If the client requires any change or alteration to the services stated in the quotation, BMON and the client shall, prior to any change being implemented, agree the nature of the change, the procedures for implementation of such a change, and the deviation to the quotation in respect of the fees. BMON will continue to provide the services described in the quotation until any such change has been formally proposed and agreed by both parties.
9. If the client wishes to temporarily pause or terminate the service, this can only take effect from the start of a future month and instructions must be received as early as possible and certainly before the end of the preceding month. If notification is received once a month has started, any ad costs incurred will be due as well as the monthly fee.
10. Where the client chooses to be responsible for paying its own costs directly to Google, Microsoft, etc., BMON's full monthly fee is due if the client's direct ads payment fails or is suspended for any reason during the month.
11. Client Pay Per Click accounts managed under the BMON Agency Account belong to BMON and are BMON's intellectual property and not transferable to the client or another agency

12. For website and content development, in consideration of, and upon payment of, the fees in full, the client shall have the Rights of Use. Such rights shall take effect on receipt by BMON of the fees. Where no such rights are specified the client is granted a non-exclusive licence to use the works for the purpose described in the quotation. Rights of Use shall be extended only with the consent of BMON and payment of additional fees.
13. BMON warrants that it will use reasonable efforts to ensure that the works or service do not infringe the copyright of any third party. However, BMON accepts no responsibility for any infringement of copyrights to any third party, this responsibility lies firmly with the client.
14. BMON's liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by BMON to the client hereunder. BMON shall not be liable to Client for any consequential loss or damage.
15. BMON gives no warranty, representation or undertaking in relation to any third-party materials or works. Prior to any selection, use or reproduction by the client of works, BMON shall use reasonable efforts to, on reasonable request, provide the client with copies and evidence of such rights, clearances, permissions and licences as shall be necessary for the use of the works by the client.
16. BMON will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of BMON including without limitation Internet outages, communications outages, fire, flood, pandemic, war or act of God.
17. When instructions or advice are given or received orally by BMON, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. BMON shall have no liability to the client in respect of the materials.
18. The client may not unilaterally cancel its order of the works or services or otherwise terminate this agreement (except for material breach by BMON of a fundamental term of this agreement) at any time without full payment of the fees.
19. During the course of this Agreement and for a period of 12 months afterwards, the client shall not solicit the staff or third-party contractors of BMON or entice them to transfer their employment or services.
20. During the course of this Agreement and for a period of 12 months afterwards, BMON shall not solicit the staff or third-party contractors of the client or entice them to transfer their employment or services.
21. In order for BMON to fulfil its obligations in relation to the Contract the client will provide detailed information to BMON. The client considers this information to be confidential and proprietary. Therefore, as a prerequisite to delivery, BMON acknowledges:
  - a) That it will use reasonable means to safeguard the information.
  - b) That it will not show or otherwise disclose any portion of the information to anyone other than its employees or contractors without prior written permission.

