

EAZYTIGER LTD. PURSE TERMS & CONDITIONS OF QUOTATION/SALE

- 1) These terms and conditions shall apply in respect of your order for the services specified in our order confirmation letter. Our order confirmation letter is our acceptance of your order. Except to the extent that these terms and conditions are varied by mutual consent in writing by an authorised representative of both parties they shall constitute the entire agreement between us and shall prevail over your own terms and conditions.
- 2) You agree that in entering into this agreement, you shall not rely on any representation, understanding or statement contained in any brochure, price list or sales literature or any other representation, (whether oral or in writing,) which is not included or referred to in either these terms and conditions or our order confirmation letter.
- 3) Unless otherwise confirmed by us in writing the quality quantity and description of the services including but without limitation the key words (the "Key Words") against which the services shall be applied shall be as set out in our order confirmation. You shall be responsible for ensuring that all the terms of the order are accurate and complete in all respects.
- 4) Time is not of the essence in the performance of the services and we shall not be held liable in any respect for our failure to meet any estimated date or time of performance.
- 5) The services are supplied in accordance with our order confirmation letter. In the event that you make any amendment to your website (including but without limitation to any content, layout, design, feel or services and/or goods offered for sale or otherwise thereon), domain name or Key Words after we have confirmed your order you will remain liable for the cost of the services as though no such changes had occurred.
- 6) If you change your order or you require us to undertake work which has not been specifically quoted by us you will be liable for the cost of the additional work undertaken and in the event that you request us to undertake additional work we will issue you a revised quotation incorporating these changes.
- 7) The price payable by you for the services shall be as set out in the price list supplied with these terms and conditions (the "Price") and shall be dependent upon (a) the number of Key Words you ask us to apply the services against and (b) the ranking position your website achieves on the first page of those search engine providers detailed in the order (the "Ranking Position") after performance of the services by us.
- 8) The Ranking Position shall be determined by us each month and you shall be notified of it. Once you have been notified of the Ranking Position, you will have 48 hours in which to either confirm that position or to notify us of such other position as your website ranks. Should we not be notified to the contrary, the Ranking Position on which the Price shall be calculated shall be that position determined by us.
- 9) The Price shall be payable monthly for each month your optimised website appears above the Ranking Position in the ranking listings on the first page of the agreed search engine providers.
- 10) We make no guarantee that your optimized website will achieve any particular Ranking Position at any particular time for any particular Key Words. We further make no guarantee that after performance of the services you will receive any particular levels of internet traffic to your site or that any traffic generated will result in increased business for you.
- 11) Unless otherwise confirmed by us in writing, the Price is exclusive of Value Added Tax (which shall be charged at the prevailing rate) set off or abatement.
- 12) We shall invoice you for the Price within 48 hours of the services being provided though time is not of the essence and we reserve the right to issue our invoice for the services provided at any time after the services are completed. Where we supply you with more than one service we may invoice you separately for each. We reserve the right to use any payment made by you and apply it in total or partial satisfaction of any monies owed by you to us.

- 13) Where the services are provided to you in instalments, while each instalment will constitute a separate contract, our failure to provide one or more of the instalments shall not entitle you to terminate the contract as a whole.
- 14) Where we are required to write, telephone or email you to request late payment we reserve the right to make an administrative charge of £30 for each instance that we contact you. In the event that we need to instruct a third party to recover any sums owed from you, you shall indemnify us fully against (but without limitation to) any costs fees and professional charges associated with that instruction.
- 15) You agree that the term for providing the services shall be no less than the term set out in our order confirmation letter (the "Minimum Term"). Unless you give us at least 3 months prior written notice the Agreement shall continue after the Minimum Term. We will require at least 3 months written notice from you if the Agreement is to be terminated after the Minimum Term.
- 16) Upon issue of our invoice you shall pay the Price in full and in cleared funds immediately (by direct debit or as so required by the Company), unless otherwise directed in written correspondence from us signed by the managing director of the Company. If you do not pay the Price in full and in cleared funds immediately (or within whichever timescale is operative) then, in addition to any other rights we may have, we shall be entitled to bring an action against you for the Price and/or cancel any agreement between us and/or suspend any further performance of services to you and/or charge you interest on the outstanding amount of the Price at a rate of 8% per annum above the base rate of Barclays Bank plc. calculated on a daily basis and this rate shall apply both before and after the issue of any legal proceedings we may take against you to recover any unpaid amount together with any charges incurred, including but not limited to bank charges, by us.
- 17) You shall not be entitled to deduct any amount from the Price by way of set off or counterclaim or for any other reason unless agreement to any such deduction has been given by us in writing and signed by the managing director of the company.
- 18) We hereby warrant that all services will be performed with all due skill and care though no warranty, guarantee or other term relating to quality or fitness for purpose is given in respect of the services supplied by us.
- 19) Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement for any loss of profit or any indirect or consequential loss, loss of goodwill, any destruction of data, damage, costs or expenses whether or not such losses were in the contemplation of the parties and at the date of this contract, which arise out of or in connection with the provision of the services by us to you neither shall we be liable for any inability in converting internet traffic into business opportunities or sales.
- 20) Our entire liability under these terms and conditions shall be limited to the warranty set out above and shall not in any event exceed the Price paid by you. This limitations and exclusions contained herein allow us to provide the services to you at the Price. If you require us to accept greater liability we may be prepared to do so subject to an agreement to an additional charge to reflect the increased risk and cost of insurance to us.
- 21) You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us.
- 22) We shall not be liable to you or deemed to be in breach of the Agreement for any delay in performing, or failure to perform any of our obligations in respect of the supply of the services, if the delay or failure is due to any cause beyond our reasonable control.
- 23) Any notice required to be given by either of us to the other shall be in writing addressed and posted first class to the relevant party's registered office or principal place of business and shall be effective on the third day of posting.
- 24) No waiver by us of a breach of any provision in these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 25) If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 26) We may terminate the Agreement without penalty or compensation between us immediately if you become unable to pay your debts or enter into compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in

such manner that the company resulting from such reconstruction or amalgamation if a different entity shall agree be bound by and assume your obligations under these terms and conditions) or if you compound with or convene a meeting of your creditors or have a receiver or manager or an administrator appointed of your assets or cease for any reason to carry on business or take or suffer similar action which in our opinion means that you may be unable to pay your debts. Similarly, we may terminate the Agreement without penalty or compensation between us immediately where variations in the work requested by you mean that the Agreement becomes no longer commercially viable for us. In such an event you will be charged for the work undertaken before termination.

- 27) The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.
- 28) These terms and conditions shall be governed by the laws of England and Wales.