



Search Engine Submission & Search Engine Optimisation Services - Terms & Conditions

Pure Energy Multimedia Ltd Search Engine Submission include submission of Domain URLs to the most popular Search Engines for listing in their databases and Search Engine Optimisation (SEO) Services refer to website optimisation (the process where changes to a website can affect their search ability within a Search Engine) and online advertising services. For full details of the Services provided by Pure Energy Multimedia Ltd, see www.pureenergymultimedia.com.

These terms and conditions apply to Pure Energy Multimedia Ltd Search Engine Submission and Search Engine Optimisation (SEO) Services. In commissioning either or both of these services from Pure Energy, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from placing an order with Pure Energy Multimedia Ltd.

1. Agreement

In this Terms & Conditions Agreement ("Agreement") "you" and "your" refer to each customer, "Pure Energy", "we", "us" and "our" refer to Pure Energy Multimedia Ltd. Search Engine Submission and Search Engine Optimisation (SEO) Services are referred to as "Services".

By using these Services, you agree to be legally bound and to abide by the Terms of Service, just as if you had signed this Agreement. If you do not comply with the Terms of Service, Pure Energy Multimedia Ltd may terminate your service without notification. You agree and continue to agree to use the Services in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out herein.

Pure Energy Multimedia Ltd reserves the right to refuse to optimise or submit any website(s) to the Search Engines that contain any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

It is the customer's responsibility to disclose any material that may contravene the above before placing an order with Pure Energy Multimedia Ltd. Should contravening material be discovered on disclosed after Search Engine Submission and/or Search Engine Optimisation Services have begun, Pure Energy reserve the right to terminate your service without notification – the initial set-up fee and any monthly fees invoiced will not be refunded.

These Search Engine Submission & Search Engine Optimisation Services Terms and Conditions are in addition to Pure Energy Multimedia Ltd standard Terms and Conditions which are available on Pure Energy's website at: www.pureenergymultimedia.com.

2. Product Ordered

You agree that the product you are ordering from us is Search Engine Submission and/or Search Engine Optimisation (SEO) Services. You also agree that we cannot guarantee placement within any search engine(s), only that we will attempt to submit your website to them to the best of our abilities and knowledge in order to gain the highest possible listing within the search engines submitted to.

3. Details of Submission Process

Pure Energy Multimedia Ltd will submit your URL(s) for inclusion in web database of various major Search Engines, such as Google, Yahoo, MSN, Lycos, AskJeeves, AltaVista, HotBot, AllTheWeb and DMOZ (Open Directory).

- a. We will select the maximum amount of major Search Engines available listed in our database in the areas/countries you have selected us to submit to.
- b. Due to the nature or the location of your company, not all Search Engines will accept your URL for submission.
- c. Your URL will be submitted to the selected Search Engines once every calendar month. Those Search Engines who will not accept these submission terms (ie: Search Engines that only accept submissions every 40 days for example) will be submitted to on the next cycle.

4. Fees

As consideration for the services you have selected, you agree to pay to us the applicable service(s) fees agreed at the time of placing your order with Pure Energy. Service Fees are available for download from the Pure Energy Website - www.pureenergymultimedia.com.

5. Service Period

The minimum contract period for both the Search Engine Submission and Search Engine Optimisation (SEO) Services is 3 months.

6. Service Renewal

You acknowledge that Pure Energy's Search Engine Submission and/or Search Engine Optimisation (SEO) Services may be automatically renewed at 3 monthly intervals unless otherwise requested by yourself.

For security reasons, the account holder must provide certain billing details in order to cancel an account or to halt a service renewal. For administration purposes, please allow up to 30 days from the time these details are provided, to when the account/service renewal cancellation occurs.

7. Service, Disclaimers and Limitations on Liability

Pure Energy Multimedia Ltd will submit your URL(s) for inclusion in web database of various search engines, such as Google, Yahoo, MSN, Lycos, AskJeeves, AltaVista, HotBot, AllTheWeb and DMOZ (Open Directory). By enrolling for these services, you are contracting with Pure Energy Multimedia Ltd subject to the following:

- a. Pure Energy Multimedia Ltd shall not be responsible for URLs dropped or excluded by a search engine for any reason.
- b. Pure Energy Multimedia Ltd shall not be responsible for delays or failure of performance resulting from Internet Service Provider delivery problems or failure, or any communication or delivery problems associated with Client's receipt of the Account Service data. Pure Energy Multimedia Ltd shall not be responsible for acts or causes beyond their control, including but not limited to: acts of God, strikes, lockouts, communications line or equipment failures, power failures, earthquakes, or other disasters or situations outside Pure Energy's control.
- c. Pure Energy Multimedia Ltd does not represent or warrant that Customers' URLs will achieve a favourable position, or any position, within any particular search engine.
- d. You expressly agree that use of the Pure Energy Multimedia Ltd Services provided hereunder is at your sole risk. These Services are provided on an "as is" and "as available" basis. Pure Energy Multimedia Ltd expressly disclaim all warranties of any kind, express or implied.
- e. To the maximum extent allowed by law, Pure Energy Multimedia Ltd and any of their parents, members, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, special, incidental or consequential damages (no matter how they arose, including negligence), or for interrupted communications, lost data or lost profits, arising out of or in connection with the Services provided hereunder. Further, Pure Energy Multimedia Ltd will not have any liability for any losses arising because the Pure Energy Multimedia Ltd Services are not operational or accessible.

8. ACCEPTANCE OF AGREEMENT

YOU ATTEST THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

EACH OF THE CLAUSES OF THESE TERMS AND CONDITIONS SHALL BE CONSTRUED SEPARATELY (UNLESS OTHERWISE STATED) AND INDEPENDENTLY OF EACH OTHER. INVALIDITY OF ANY ONE PART SHALL NOT AFFECT THE VALIDITY OF ANY OTHER PART.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ENGLAND AND YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

Pure Energy Multimedia Ltd reserves the right to change or modify any of the terms and conditions contained herein. E&OE.

If you have any complaints or comments about these Terms and Conditions or about the quality of service you have received from Pure Energy Multimedia Ltd, please e-mail us or write to us stating the full nature of your complaint. We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.

Pure Energy Multimedia Ltd
The Counting House
High Street
Haverhill
Suffolk
CB9 8NT
Telephone: 01440 709794
Email: customercare@pureenergymultimedia.com