

PARTIES

- 1) **GENERATE LEADS ONLINE LIMITED** is a limited company incorporated in England (company number 11832035) with its registered address at 157 Sidegate Lane, Ipswich, Suffolk, IP4 4JN, England (“**GLO**” / “**we**” / “**us**”); and
- 2) You are the **CLIENT** who has engaged GLO to perform Services on behalf of the business that you work for (the “**Client**” / “**you**”).

SCHEDULE 1: GENERAL TERMS

1. BASIS OF CONTRACT

- 1.1. This Agreement will be deemed to be accepted by the Client and will be effective on the earlier of the Client using any of the Services after receipt of this Agreement.
- 1.2. Any Service Schedule(s) will be effective the Client using a Service that corresponds with the relevant Service Schedule, on which date such Service Schedule(s) will be incorporated into this Agreement and will continue in force until terminated in accordance with the terms of this Agreement.
- 1.3. In the event of conflict between any part of this Agreement and/or any ancillary documents, the conflicting terms will take precedence in descending order of priority as follows:
 - 1.3.1. any Order (the most recent version taking priority over previous versions);
 - 1.3.2. the Service Schedules, in descending order of appearance in this Agreement;
 - 1.3.3. the Standard Terms & Conditions (Schedule 1); and
 - 1.3.4. Schedule 2 (Definitions).
- 1.4. This Agreement will apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are contained in, or referred to in, the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 1.5. Subject to clauses 10.2 and 10.3, the Client acknowledges that this Agreement will apply to all current and future dealings between the parties relating to its subject matter.
- 1.6. In this Agreement, unless the context requires otherwise, the following provisions apply:
 - 1.6.1. any capitalised terms in this Agreement will have the meaning set out in Schedule 2 (Definitions) or alternatively within the body of this Agreement, unless otherwise stated;
 - 1.6.2. any clauses or paragraphs referred to in a Schedule to this Agreement is to a clause or paragraph within that Schedule unless otherwise stated;
 - 1.6.3. clause headings are for reference purposes only and shall affect the interpretation of the clause;
 - 1.6.4. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.6.5. the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.6.6. a reference to ‘writing’ or ‘written’ includes faxes and email unless stated otherwise.

2. GENERAL OBLIGATIONS

- 2.1. We will provide the Services to you using reasonable care and skill and we will use reasonable efforts to deliver any Deliverables to you in accordance with the applicable Order.
- 2.2. We will use reasonable efforts to complete the Services within any timeframe agreed with you, but for the avoidance of doubt, time shall not be ‘of the essence’ for the performance of the Services.
- 2.3. From time to time we may request that you provide us with certain Client Materials, further information or assistance to enable us to fully perform the Services and you agree that this will promptly be provided to us.
- 2.4. You must ensure the accuracy of all such Client Materials or information provided to us. If we are unable to perform our obligations to you under this Agreement because we have been prevented or delayed by you, such as your failure to do something requested of you, we will not be liable for any delays which may occur in the provision of the Services. If the delay in providing the Services exceeds seven days, you must pay us for any costs or expenses we have incurred as a result of the delay and all work provided by us up to that point in time.
- 2.5. You will be responsible for obtaining all licences and permissions in the Client Materials which we may need in order to fully perform the Services. You hereby confirm that you have all the necessary rights and ownership in the Client Materials to permit us to use them for the provision of the Services without infringing any third party Intellectual Property Rights.
- 2.6. You will check that the terms of each Order and any other information provided to us is correct and accurately reflects your requirements. The parties acknowledge and agree that anything that is not expressly mentioned in an Order is not included within the scope of the Services to be provided. In the event that the Client wishes to change the scope of an Order, GLO has no obligation to accept such changes, but we will use commercially reasonable efforts to do so where we consider it to be appropriate.
- 2.7. You warrant that you have the legal right and authority to enter into and adhere to the terms of this Agreement.

3. FEES AND PAYMENT

- 3.1. The Client agrees to pay any invoices within seven days of the date of the relevant invoice.
- 3.2. Where stated in an Order we may require you to pay a deposit or advance payment for certain Services. In particular, any Website Design Services will be subject to the Client paying 50% of the Fees upfront and the remaining 50% before the website is made live. Other Services maybe subject to monthly recurring Fees e.g. for Google Advertising Management Services.
- 3.3. VAT and any expenses to be incurred will be shown separately on all invoices (where applicable).

- 3.4. The Client will not be entitled to set-off, counterclaim, deduct or withhold payment under this Agreement.
- 3.5. If any expenses are required (including travel and accommodation), we will obtain your written consent before we incur such expenses.
- 3.6. If you do not pay an invoice issued to you by the relevant due date, we reserve the right to take the following actions:
 - 3.6.1. charge interest on any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment;
 - 3.6.2. deleting or disposing of any Deliverables that we may hold on your behalf. Please note that we will not be responsible for any loss or damage you may suffer as a result of any deletion or disposal; and/or
 - 3.6.3. suspending the Services we provide to you. We will not be liable for any loss of data that may occur in relation to the suspension of the Services *Please note: suspension of hosting or web servers due to non-payment could result in a negative effect on your website's SEO and rankings.*
- 3.7. We may set-off any liability that you may have to us against any liability that we may have to you.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You hereby grant GLO a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use the Client Materials solely for use in the provision of the Services and the creation and use of the Deliverables.
- 4.2. We will retain all Intellectual Property Rights and other rights in the Deliverables.
- 4.3. All Intellectual Property Rights in any website materials (either in the form of site documentation or as text, images or electronically stored code for the manipulation, transmission and presentation of information) developed by us under this Agreement in connection with the Services will remain our property.
- 4.4. You acknowledge that GLO and its personnel may use any non-confidential details of the Services and the Deliverables (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes (such as use in print and on our website). You hereby permit GLO and other associated parties to publish the name and standard logo of the Client for such purposes.
- 4.5. Upon payment of the full Fees, we will grant you a licence for all Intellectual Property Rights in the Final Deliverables on a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide basis to allow you to make reasonable use of the Deliverables.
- 4.6. The Client will indemnify and keep GLO and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by GLO arising out of or in connection with any claim:
 - 4.6.1. in relation to the Client Materials or any Deliverables infringing a third party's Intellectual Property Rights;
 - 4.6.2. in relation to any information provided by you, the Client Materials or any Deliverables being inaccurate or incomplete; and/or
 - 4.6.3. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.

5. CONFIDENTIALITY

- 5.1. A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 5.2. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
 - 5.2.1. to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
 - 5.2.2. not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such officers, employees, consultants, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
 - 5.2.3. to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 5.3. Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:
 - 5.3.1. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
 - 5.3.2. the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - 5.3.3. the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - 5.3.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 5.3.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 5.4. This clause 5 shall survive termination of this Agreement, however arising.

6. DATA PROTECTION

- 6.1. Each party will ensure that in the performance of its obligations under this Agreement it will at all times comply with all applicable Data Protection Laws and any other applicable privacy laws and regulations.
- 6.2. In the event that Personal Data is processed under this Agreement, the parties agree to negotiate a suitable Data Processing Agreement in good faith.

7. LIMITATION OF LIABILITY

- 7.1. This clause 7 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the to the other party:
- 7.1.1. arising under or in connection with this Agreement;
 - 7.1.2. in respect of any use made by the Client of the Services and/or the Deliverables or any part of them; and
 - 7.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 7.2. All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 7.3. Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury which results from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or (iii) under any indemnities in this Agreement.
- 7.4. Subject to clause 7.3:
- 7.4.1. neither party will be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 7.4.2. each party's total liability to each other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to the Fees paid or payable for under the relevant Order giving rise to such liability in the preceding 12 months to the claim arising (to be calculated on a pro rata basis where the contract term is less than 12 months).

8. TERMINATION

- 8.1. Each Service shall continue for the period stated in an Order and each Service may be terminated for convenience only where this is expressly permitted in an Order only.
- 8.2. This Agreement will automatically terminate with immediate effect upon the completion of all of the Services detailed in an Order (as determined by GLO).
- 8.3. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- 8.3.1. a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so; or
 - 8.3.2. an event, including (or similar in nature to) the following:
 - a. the Defaulting Party is unable to pay its debts as they fall due;
 - b. the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
 - c. a receiver is appointed in respect of the whole or any part of the Defaulting Party; or
 - d. a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
 - 8.3.3. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 8.4. If this Agreement terminates for any reason:
- 8.4.1. any Order in force at the time of termination relating to the terminated Services will automatically terminate;
 - 8.4.2. GLO shall not have any obligation to repay any charges paid by the Client;
 - 8.4.3. notwithstanding any other provision, all charges payable by the Client to GLO under this Agreement will become due and payable immediately. This clause is without prejudice to any right by GLO to claim for interest or any other right under this Agreement; and
- 8.5. Termination of this Agreement and/or any Service Schedule will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of a breach of this Agreement and/or any Service Schedule which existed at, or before, the effective date of termination.
- 8.6. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

9. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances which could not reasonably be contemplated at the time of entering into this Agreement and which are beyond the parties' reasonable control (including, without limitation, acts of God, strikes, lock-outs or other industrial disputes (involving the workforce of GLO), failure of a utility service or transport network, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, epidemic, pandemic, accident, fire, flood, storm or default of suppliers or sub-contractors). If a force majeure event under this clause continues for a period of 30 days or more, either party may terminate this Agreement immediately by providing the other party with written notice.

10. MISCELLANEOUS

- 10.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 10.2. It may be necessary for us to update this Agreement and its terms from time to time. If you continue to use the Services after we have informed you of any amendments or additional terms to the Agreement, you will be deemed to have accepted these changes and they will be incorporated into this Agreement.
- 10.3. Subject to clause 10.2, no variation of this Agreement will be effective unless it is in writing and signed by both parties.
- 10.4. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 10.5. You shall not, without the prior written consent of GLO, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement. GLO may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 10.6. All notices must be in writing and will be deemed given when mailed by registered or certified mail, return receipt requested, to the other party's main business address. Serving notice by email or fax will not be accepted as an effective method of providing notice of a claim under this Agreement.
- 10.7. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 10.8. Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the parties, make a party the agent of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party.
- 10.9. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 10.10. Any Order may be signed in counterparts. Each signed copy of a document will be deemed to be an original, but all signed copies, when taken together, will constitute one and the same agreement.
- 10.11. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE 2: DEFINITIONS

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

Client Materials	all information, text, graphics, photos, designs, content and materials provided by you to us for use in the provision of the Services.
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time in the United Kingdom, which may include, the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other applicable European Union legislation relating to personal data and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Deliverables	all text, data, diagrams; reports, images, videos, graphics, designs, artwork, products, materials, specifications, marketing copy, articles, websites, or any other electronic content (including drafts) created or provided by GLO to you in relation to the Services in any media. The term 'Deliverables' shall also include the 'Final Deliverables'.
Fees	any fees payable by you to GLO under this Agreement, as set out in the applicable Order.
Final Deliverables	the finalised version of the Deliverables.
Intellectual Property Rights	any patents, copyright, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs (whether registered or unregistered) database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights or industrial property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Order	a document detailing the Services and/or Deliverables to be provided by GLO to you, as agreed by the parties in writing.
Services	the services to be provided by GLO to you under this Agreement, as specified in the applicable Order.
Service Schedule	Schedules 3 – 6 (inclusive).

SCHEDULE 3: WEBSITE DESIGN SERVICES

1. DELIVERABLES DELIVERY PROCESS

- 1.1. This Schedule will apply to the creation of any websites and the hosting thereof, as detailed in the applicable Order.
- 1.2. We will notify you when the Deliverables are ready for inspection and will provide you with a draft version for your review. It is your responsibility to notify GLO of any interoperability errors, spelling mistakes and typographical errors contained in the Deliverables.
- 1.3. We will give due consideration to comments received from you, and if necessary, we will provide you with revisions in accordance with, and where permitted by, the applicable Order.
- 1.4. If any further amendments or revisions are required in excess of the requirements set out in the Order, GLO will provide such additional Services at its headline rates in force from time to time (available on request) in addition to the Fees set out in the Order.

- 1.5. On completion of the Deliverables, we will provide you with the Final Deliverables for your final approval. You will be responsible for checking, testing and approving the Final Deliverables before the Services are deemed to be complete. If you do not let us know whether you approve the Final Deliverables within seven days of us sending them to you, you will be deemed to have accepted and approved the Final Deliverables at the end of this seven day period.
- 1.6. Once you have approved the Final Deliverables to ensure that they are complete and satisfactory, a copy of the Final Deliverables will be provided to you and/or made publicly available (as specified in the Order) once full payment of all outstanding Fees for the Services under this Schedule have been received by GLO.
- 1.7. GLO will not be liable for any of the contents of, or errors in, the Final Deliverables in any medium after the Client has approved them in accordance with paragraph 1.4 above.
- 1.8. GLO reserves the right to refuse to create, use, publish or broadcast all or any part of the Deliverables that it considers in its sole discretion is obscene, threatening, menacing, offensive, discriminatory, defamatory, morally unsuitable, in breach of confidence, infringes a third party's Intellectual Property Rights or is otherwise illegal.

2. STORAGE AND TRANSFER

- 2.1. All Client Materials and/or Deliverables which we hold and store for you are kept solely at your risk. You are responsible for insuring any such Client Materials or Deliverables as you deem to be appropriate.
- 2.2. We will store the electronic files of the Final Deliverables up until the Services have been completed and we will make these available to you to download upon full payment of the Fees by you.
- 2.3. Upon receiving your request, we will provide you with a quote to store the electronic files of the Final Deliverables on an ongoing basis, in accordance with the time period stated in the quote.
- 2.4. If you do not request us to store the electronic files of the Final Deliverables in accordance with paragraph 2.3, we may delete the files at our discretion without any liability to you.
- 2.5. If the Client requests for a website or software applications to be hosted by a different provider, the Client will pay GLO on an hourly basis for any assistance required to transfer the website or software application, including setting up any aspect of the server and dealing with correspondence with the new provider.

3. ATTRIBUTION

- 3.1. You agree that any websites, software applications or other electronic content created by GLO, and the use of the Final Deliverables by you will be accompanied with the statement, "*Created by Generate Leads Online.*" Containing a hyperlink to our website (where this is possible based on the medium of the statement). In respect of websites, this attribution will be detailed in the website footer. In respect of any videos, this attribution will be detailed in the video description field of the relevant video hosting website.

SCHEDULE 4: SEO

1. SEO SCOPE

- 1.1. We will agree with you in writing the key search terms that you wish to improve online search ranking for.
- 1.2. We will also agree with you the search engines that you wish to target specifically to increase your SEO.

2. SEARCH ENGINE ALGORITHM CHANGES

- 2.1. GLO will not be liable to the Client where a search engine changes its ranking algorithms and this results in a change to the Client's website ranking.
- 2.2. GLO will use reasonable endeavours to adapt its Services to address any changes, but some changes are out of GLO's control. No SEO campaigns guarantee ranking results, sales or enquiries due to the nature of Internet search engines.

SCHEDULE 5: GOOGLE ADVERTISEMENT MANAGEMENT

1. ADVERTISEMENT CREATION PROCESS

- 1.1. Subject to paragraph 1.3 below, for any Google Advertisement Services we will:
 - 1.1.1. create the first draft of each Deliverable (e.g. the text to be inserted into the Google advertisement) based on the brief in the applicable Order;
 - 1.1.2. notify you when the Deliverables are ready for approval and will provide you with a draft version for your review. Please ensure you provide any comments by email within seven days;
 - 1.1.3. give due consideration to comments received from you and make the required changes in accordance with the revision entitlement set out in the applicable Order; and
 - 1.1.4. on completion of the Deliverables, we will provide you with the Final Deliverables for your final approval. You will be responsible for checking and approving the Final Deliverables by email confirmation.
- 1.2. Whilst we will give due consideration to any comments received from you, we will only be required to make minor changes to the Deliverables and we will only make changes within the scope of the applicable Order. Any additional changes will be subject to additional fees at our then current hourly rate (as notified to you from time to time).
- 1.3. If you do not let us know whether you approve the Final Deliverables within seven days of us sending them to you, you will be deemed to have accepted and approved the Final Deliverables at the end of this seven day period.
- 1.4. GLO will not be liable for any of the contents of, or errors in, the Final Deliverables in any medium after the Client has approved them in accordance with paragraphs 1.1.4 or 1.3 above.
- 1.5. GLO reserves the right to refuse to create, use, publish or broadcast all or any part of the Deliverables that it considers in our sole discretion is obscene, threatening, menacing, offensive, discriminatory, defamatory, morally unsuitable, in breach of confidence, infringes a third party's Intellectual Property Rights or is otherwise illegal.

2. SPECIFICATIONS

- 2.1. At the start of each provision of the Services you must provide us with detailed examples of previously used social and marketing materials, current company business plans, information on target markets and competitors as well as information regarding any new products or services. You must inform GLO of any changes regarding this information which may affect the delivery of the Services by GLO.
- 2.2. We will monitor the progress of the Google Advertisement Services campaign and we will provide you with reports at the frequency detailed in the Order.

SCHEDULE 6: SOCIAL MEDIA ADVERTISING

1. SOCIAL CONTENT CREATION PROCESS

- 1.1. Subject to paragraph 1.3 below, for any Social Media Advertising Services we will:
 - 1.1.1. create the first draft of each Deliverable (e.g. social / marketing) based on the brief in the applicable Order;
 - 1.1.2. notify you when the Deliverables are ready for approval and will provide you with a draft version for your review. Please ensure you provide any comments by email within seven days;
 - 1.1.3. give due consideration to comments received from you and make the required changes in accordance with the revision entitlement set out in the applicable Order; and
 - 1.1.4. on completion of the Deliverables, we will provide you with the Final Deliverables for your final approval. You will be responsible for checking and approving the Final Deliverables by email confirmation.
- 1.2. Whilst we will give due consideration to any comments received from you, we will only be required to make minor changes to the Deliverables and we will only make changes within the scope of the applicable Order. Any additional changes will be subject to additional fees at our then current hourly rate (as notified to you from time to time).
- 1.3. If you do not let us know whether you approve the Final Deliverables within seven days of us sending them to you, you will be deemed to have accepted and approved the Final Deliverables at the end of this seven day period.
- 1.4. GLO will not be liable for any of the contents of, or errors in, the Final Deliverables in any medium after the Client has approved them in accordance with paragraphs 1.1.4 or 1.3 above.
- 1.5. GLO reserves the right to refuse to create, use, publish or broadcast all or any part of the Deliverables that it considers in our sole discretion is obscene, threatening, menacing, offensive, discriminatory, defamatory, morally unsuitable, in breach of confidence, infringes a third party's Intellectual Property Rights or is otherwise illegal.
- 1.6. When providing the Services, we may provide you with stock images which will include a licence for commercial use by you. For the avoidance of doubt, such images will fall within the definition of 'Deliverables' and it is the Client's sole responsibility to verify the image licences and conduct appropriate background checks to ensure that there is no third party Intellectual Property Right infringement and GLO will be held harmless for any such claims pursuant to clause 4.6 of Schedule 1.

2. SPECIFICATIONS

- 2.1. At the start of each provision of the Services you must provide us with detailed examples of previously used social and marketing materials, current company business plans, information on target markets and competitors as well as information regarding any new products or services. You must inform GLO of any changes regarding this information which may affect the delivery of the Services by GLO.
- 2.2. We will monitor the progress of the Social Media Advertisement Services campaign and we will provide you with reports at the frequency detailed in the Order.