

TERMS & CONDITIONS

The name **Kijos** refers to the company known as Kijos Net Ltd.

TERMS OF SERVICE

Kijos reserves the right to cancel or suspend a customer's access to all or any services provided by Kijos should Kijos decide that the account has been inappropriately used or otherwise.

UNLIMITED USE POLICY

Kijos offers a limited use policy by maintaining very large ratios of bandwidth per customer.

In rare cases, Kijos may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources causing problems for other Kijos customers. In such instances and cases, Kijos reserves the right to impose the High Resource Usage User Policy for the consideration of all customers.

HIGH RESOURCE USAGE USER POLICY

Resources are defined as bandwidth and/or processor utilization.

Kijos may implement the following policy to its sole discretion:

When a website is found to be misusing the resources available Kijos reserves the right to suspend that site or service immediately. This policy is only implemented and actioned in extreme circumstances and is intended to prevent the misuse of our servers and services. Customers will be offered an option whereby Kijos continues hosting the website for an additional fee.

PAYMENT POLICIES

All accounts are set up on a prepay basis. Although Kijos reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due every 30 or 365 days, following the date the account was established. Customers be automatically charged again at the end of the prepay period unless closure notification has already been given.

In situations where the card number on file is declined Kijos will immediately suspend the facility to purchase services on-line until the outstanding charge is processed successfully. In addition, Kijos reserves the right to suspend other services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email shortly after the online purchase has been made. At this point the customer's card will be charged automatically.

All payment is in UK sterling.

PAYMENT OPTIONS

In order to streamline our accounting procedures and keep costs down to a minimum, Kijos run a limited number of payment options.

Credit/Debit Cards

Kijos accept MasterCard, Visa, Switch and Solo (not Amex, Diners or Maestro).

Cheque Payment:

This option is only available to customers who pay annually for their Kijos account. A credit/debit card number will still be required if customers require the facility to purchase domains and other services on-line. Kijos cannot guarantee that a service will be provided until after any received cheques have been cleared.

Direct Bank Transfers: If clients wish to deposit payments directly into the Kijos Bank account. Then Kijos will provide bank details to the client.

CANCELLATION AND REFUNDS

Kijos reserves the right to cancel services at any time. In this event some customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Kijos's terms of service a refund will not be issued in the event of a cancellation.

Fees charged on a prepay basis are non-refundable. In addition some accounts incur set-up fees, these charges are also non-refundable.

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold Kijos harmless from any and all demands, losses, liabilities, costs and claims, including reasonable attorney's fees asserted against Kijos its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Kijos against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Kijos (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Kijos' server.

DISCLAIMER

Kijos will not be responsible for any damages or money loss your business may suffer. Kijos makes no warranties of any kind, expressed or implied for services we provide. Kijos disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by Kijos and its employees. Kijos reserves the right to revise its policies at any time.

Design & Programming Services

1. Ownership for design or programming work belongs to Kijos as long as monies payable to Kijos from the client are still outstanding.
2. Any stated timescale is reliant on the client providing all required information/copy/images within the time set out at project initiation. During development of a project, responses and feedback from customers regarding questions from Kijos can effect time scales, as well as, questions or points from the customer to Kijos.
3. Customers need to provide any Copy, Text, Graphics/Photos or any information as requested by Kijos.
4. Customers need to check details, name spellings during work in progress.
5. The cost agreement is for the sum total for the project. Deposits are non refundable.
6. a) Kijos has the right to point out additional work required and additional cost to the customer during working progress for points that come up outside the initial agreed specification.

b) If during work in progress once a project has started and the client keeps asking to make amends and changes to a page or section/s of the project repeatedly, time and time again. There will be a point where this will deemed to be unreasonable; in this instance Kijos will point this out to the client. Kijos will have the right to ask for additional payments in order to implement clients requests.
7. Kijos has the right to terminate an agreement when deemed fit at the sole discretion of Kijos.
8. Discounted prices to the customer are valid for each specific agreement and time scale. A first year special offer is valid for that time period, following which Kijos can revert to the list price or set a new price for renewal or continuation for that service.
9. If a project is terminated Kijos can revert to the full list price for the sum total of that project.
10. Once a project has started , if the customer is delayed in providing information, feedback, therefore delaying the approximate agreed completion time for the project by an unreasonable amount of time, then Kijos has the right to invoice and ask payments for the balance outstanding for that the agreed sum total for that project.
11. Kijos has the right to point out additional charges and request payments from customers covering a) administrative costs b) consultancy c) research d) design work e) programming

12. **Domain Name & Website Transfers:** There are charges for Transfers In per domain name, per web site. There are charges for Transfers Out per domain name, per web site. The charges will be confirmed by Kijos to the client.

13. Regarding Transfers In for **Websites with Databases** there are set up charges. Regarding Transfers Out for Websites with Databases there are charges. Charges for Transfers, in and Transfers out, with reference to web sites with data bases, will vary and Kijos will confirm the cost to the client.

Hosting Subscription Services:

1. Hosting Services are provided on an annual 12 months subscription basis. The agreement is for the sum annual total price; although we may breakdown payments over several months in order to help client's budgets.

2. Clients have the right to cancel at the end of the yearly cycle; providing 4 weeks notice of cancellation prior to the renewal period has been sent via email from the client to Kijos. The client needs to send their intention to cancel the relevant hosting subscription service by email to Kijos.

3. If reminders or notification regarding the renewal of the Hosting Subscription, via email, have been sent by Kijos to the client regarding the renewal, prior to the renewal date; i.e for the continuation for the Hosting Subscription Service and Kijos does not receive notification of cancellation from the client and Kijos continue to provide the service, then the client is liable to pay the sum annual total price for the renewal.

Competitive Search Engine Optimisation Subscription Packages

Search Engine Optimisation Subscriptions are also referred to as; Natural Listings or Organic Listing.

Natural Search Engine Optimisation packages have a build up period; during the initial implementation for the service. Natural Listings Subscriptions also build up and get stronger over time i.e Year 2, Year 3 and so on.

1. Note each individual Competitive Top Listings Subscription Package agreement has its own specific Minimum Standard Guarantee according to the competition in the market place for the respective website. The minimum standard guarantee will be confirmed to the client on an individual per order basis. Natural Listings

2. The cost agreements for Search Engine Optimisation Subscriptions are for the agreed sum total and for 12 months, regardless of breakdown in payments. The delivery of service and agreement is for 12 months.

3. The Top Positions are defined as 1st, 2nd and 3rd page positions daily total spread across the top 7 global Major Search Engines.

4. Our Minimum Standard is a Measurement/Indicator, which lets us know the work we are carrying out is moving in the right direction. Once Kijos has achieved the minimum standard guarantee in terms of numbers of Top Positions, then the guarantee terms have been satisfied.

5. Minimum Standard Maintenance; once a SEO subscription package is implemented and a level of service has been achieved following the initial build up period; in terms of numbers of top positions in line with the minimum standard guarantee. If due to drastic changes in search engine (or engines) rules (that is outside the control of Kijos) causes the clients website to drop in rankings, Kijos will build up the website back to its minimum standard performance.

For that period of time be it 4 weeks or 8 weeks until the rankings have been built back up to the minimum standard guarantee; then Kijos can offer the client a time period added onto their annual subscription period. Example if it takes 8 weeks to get the site back up to the minimum standard then Kijos will extend 8 weeks of service to the renewal date for that customer, at no cost.

6. All Search Engine Natural Listings Optimisation packages are on an annual (12 month agreement) subscription basis. The agreement is for the sum total. Although there may be break down of payments to help clients with their budgets. Break down of payments are will be confirmed from Kijos to the client on an individual basis per specific agreement.

7. Clients have the right to cancel at the end of the a yearly cycle; providing 4 weeks notice has been received in writing or email regarding the cancellation from the client by Kijos.

8. If reminders or notification for the renewal ,via email, have been sent by Kijos to the client regarding the renewal, prior to the renewal date; i.e the continuation for the Natural Listings Service and Kijos does not receive notification of cancellation from the client and Kijos continue to work on the service, then the client is liable to pay for the full renewal. In this situation Kijos will be able to show the client Top Positions for the clients website into the renewal period; and show traffic onto their web site through web statistic packages into the renewal period.

9. Natural Listings Search Engine Optimisation Subscription Copyright: All search engine coding, search engine text, key words; key phrases added to the client's websites, Links Page Site Map, visible to the public or in the view source that is not visible to the public belongs to Kijos for this subscription service. If a client cancels the service Kijos has the right to remove all work related to Natural Listings Search Engine Optimisation. The client can not use any of the Natural Listings Search Engine Optimisation work carried out by Kijos during the service periods without written consent from Kijos.

10. Kijos will endeavor to send updates and reports, to the client, regarding search engine subscription packages on a regular basis. However the supply of reports and updates regarding Natural Listings Search Engine Optimisation subscriptions are not part of the minimum standard guarantees; the clients can monitor progress daily, weekly or monthly via web site statistics available from hosting platforms.

11. The Minimum Standard Guarantees for Natural Listings Search Engine Optimisation subscriptions do not guarantee any specific key words or phrases in terms of specific positions in search engines.

12. If the Client allows programmers or designers other than Kijos developers to amend their web site and if the clients designers/programmers delete/amend any seo work or coding implemented by Kijos then the Minimum Standard Guarantee is invalidated. Kijos will not be responsible for meeting the minimum standard guarantee. In this situation Kijos will have a charge to re-implement any seo coding back on to the clients website.

If the client provides their own hosting platform which proves to be unstable or crashes and any seo coding text is lost or disrupted then Kijos is not responsible for meeting the minimum standard guarantee. In this situation Kijos will have a charge to re-implement any seo coding text back onto the client's website.

Thank You

If you have any questions or would like further clarification; please email sales@kijos.com or phone us.

Kijos Net Ltd

www.kijos.com 0208 592 6636 0208 593 6671