

WEBSITE ANALYSIS TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. This Service provides an independent audit and reporting tool for a user's online presence. Users can use the tool to evaluate their web development and internet marketing service provider's performance.
- 1.2. In addition, the reports will allow the user to gauge their website's functionality, popularity and performance through a number of different metrics.

2. LEGAL AGREEMENT

- 2.1. Internet Solutions a division of Dimension Data trading as IS Ignite ("Ignite") provides its services to users subject to these terms. Please read these Terms carefully. By completing the registration process on the Ignite Website (www.isignite.co.za) and/or upgrading to one of the service plans offered therein, you are stating that you are eligible for a user account.
- 2.2. By accepting these Terms or by using the Service, you acknowledge that you have read, understand and agree to be bound by these Terms. If you disagree with any part of these Terms, you should leave the Service Website and discontinue using the Service immediately.
- 2.3. Ignite reserves the right to modify these Terms from time to time without prior notice. Such modifications shall be effective upon posting them on the Ignite website located at www.ignite.co.za. You agree to be bound to any changes of these Terms when you use the Service after any such modification is posted. It is therefore important that you review these Terms each time you make a purchase in the Service to understand the terms and conditions that apply to your use of the Service.

3. REGISTRATION

- 3.1. To start using the Website Analysis, a user would be required to register on the Ignite website by providing an email address, your website domain name, up to 5 of your competitor domain names and a list of up to 10 keywords.
- 3.2. You agree to provide accurate and current information about yourself as may be prompted by the registration form on the Service Website, maintain the security of your password and accept all risks of unauthorized access to your password. You agree that you shall be solely responsible to Ignite for all activities that occur under your account.

4. GRANT OF RIGHT TO USE

- 4.1. Subject to these Terms Ignite grants to you a limited, revocable, non-exclusive right to use the Service. The scope of permitted report runs, keywords, search engines, etc. depends on your Service Plan. You may use the Service during the subscription period, provided you have paid and continue to pay the subscription fees, if applicable.
- 4.2. We hereby acknowledge, without limitation of the above said, your right and ownership to the data contained in the Service reports. During the subscription period Ignite shall grant to you the right to:

- 4.2.1.reproduce, copy, modify, adapt, translate and otherwise create derivative works of the Service reports,
- 4.2.2.transmit and/or publish the Service reports,
- 4.3. The granted right shall terminate immediately when you fail to comply with these Terms.
- 4.4. The content of this website belongs to Ignite and may not be copied, reproduced, or redistributed in any way.
- 4.5. The Ignite user subscribing to read only access to a restricted view of the Service where such user will have access to the following reports.
- 4.6. The structure and format of the reports and dashboards are defined by Ignite and can-not be changed or customised by the user.

	Website Analysis Monthly	Website Analysis Weekly
Website Scan Frequency	Monthly	Weekly
Technical Website Audit	✓	✓
SEO Analysis	✓	✓
Backlink Quality Check	✓	✓
Linking Domains	✓	✓
Backlinks	✓	✓
My Most Linked Pages	✓	✓
Toxic Backlinks	✓	✓
Social Citations	✓	✓
Rank Tracking Overview	✓	✓
Competitor Rank Overview	✓	✓

5. REPORT GENERATION, ACCESS AND SCHEDULES

- 5.1. To generate a report for a user, their website and keywords need to be scanned. The intervals at which these scans occur are defined by Ignite as follows:
 - 5.1.1. Website Analysis Monthly – First day of every month
 - 5.1.2. Website Analysis Weekly – Every Sunday
- 5.2. The user can select from the abovementioned products and corresponding report schedules only.
- 5.3. The user can-not change the day on which the scan occurs.
- 5.4. The user can access their Website Analysis interface by logging in to their Ignite account on the Ignite Website and clicking the tab “My Services”. Once in their My Services view the user can select to “view” their active Website Analysis service. From there they will be able to log in to the Website Analysis interface
- 5.5. The user can view these reports at their will and as many times as they wish.
- 5.6. The user can also choose to download a PDF version of the reports as well as email the reports to an email address of their choice. This can be done once the user has logged in to their service via their “my services” page.
- 5.7. A clients “My Services” page can be accessed by logging in to their Ignite account on the Ignite Website (www.isignite.co.za) and clicking on the “My Services” tab in the top right of the Ignite Website.
- 5.8. Regardless of the date the user purchases the product, the reports for that user will only be generated according to the report generation schedules defined in points 1 and 2 above.
- 5.9. Neither WebCEO nor Ignite will store historical versions of the reports mentioned above. The client must use the download options mention above to keep track of their historical reports.

6. TERMS OF PAYMENT AND REFUNDS

- 6.1. The Service is provided to registered users based on a selected subscription to the Website Analysis product. When users upgrade from Website Analysis Monthly to Website Analysis Weekly, they agree to pay all applicable fees.
- 6.2. The user will have the option to pay by credit card, debit order or add to their Ignite account.
- 6.3. The user will be billed for the service on the first day of every month their subscription is active.
- 6.4. Pro-rata billing does not apply due to the fact that the billing is based on a per report and report frequency basis.
- 6.5. When users upgrade from Website Analysis Monthly to Website Analysis Weekly, an invoice shall be issued and their credit card shall be charged automatically upon upgrading and on the first day of every following month.
- 6.6. Any upgrade of a Website Analysis Product shall go into effect immediately.
- 6.7. If there are insufficient funds on the Service account and/or on a user's credit card to renew a subscription to the current Service Plan for another billing period, Ignite shall revoke the user's access to their Website Analysis product with immediate effect.
- 6.8. Upon payment of the account the user's access to the product will be reinstated.
- 6.9. All charges to your credit card are reflected in the Service invoices that can be found in the Billing history of the Billing section of the Service Website.
- 6.10. Ignite reserves the right to update the product price as they see fit

7. DISCLAIMER

7.1. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, IGNITE. AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DO NOT GUARANTEE AND DO NOT PROMISE (A) ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES; (B) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; (C) THAT THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DO NOT ASSUME ANY OBLIGATION TO MONITOR ACTIVITIES ON THE SERVICE.

8. LIMITATION ON LIABILITY

8.1. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, ANY LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) ARISING FROM YOUR USE OF THE SERVICE, EVEN IF IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE ECONOMIC TERMS OF OUR AGREEMENT REFLECT THE FOREGOING ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR IGNITE TO PROVIDE THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS' AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO FIVE HUNDRED US DOLLARS (\$500). YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS FOR THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND YOU SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM IGNITE AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, REGARDLESS OF THE CAUSE OF ACTION.

9. TERMINATION

- 9.1. The Service users may terminate these Terms at any time by sending a notice to Ignite
- 9.2. Ignite may terminate these Terms if Ignite finds that a user has repeatedly violated these Terms. The termination shall be effective immediately or as may be specified in the notice.
- 9.3. Upon notification of termination by either party, a user must cease using the Service.

10. GENERAL

- 10.1. The Terms constitute the entire agreement between you and Ignite and govern your use of the Service, superseding any prior agreements between you and Ignite. If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.
- 10.2. By using the Service, you agree to receive occasional emails from Ignite. These emails shall include notices about your account and information concerning or related to the Service. These emails shall be a part of your relationship with Ignite. You agree that any notice, agreements, disclosure or other communications that Ignite sends to you electronically shall satisfy any legal communication requirements.
- 10.3. You may not assign these Terms to anyone, and any assignment of these Terms by you will be null and void.
- 10.4. The section titles and numbering of these Terms are displayed for convenience and shall have no legal effect.