

SEO Marketing Agreement

Introduction

SEO stands for Search Engine Optimization, which is the process of getting website pages to rank highly in the main **Organic** search engine results. It's one of several online marketing strategies.

This agreement covers marketing to potential clients and customers in Australia. It's not intended to be a legal document, just a statement of the agreement between the client and Spellboundweb.

Subscriptions & Costs

SEO marketing is provided as a monthly subscription with no long-term commitment - you are free to terminate the service at any time. Payment is at the beginning of each month that the SEO marketing is being done & using PayPal subscriptions. Cost is based on the strength of the competition and number of terms being worked on (which determines the amount of work).

An additional setup fee is charged for the first month to cover the production of the content needed for ranking website pages (articles and press releases) and updates to the website.

Market research of keywords and competition is needed to prevent taking on losing battles and selecting keywords that can be ranked onto page one. This research and the resulting report is valuable in itself and may be a prior, additional charge, but can be put towards the setup fee if a subscription is taken up.

The job starts once we receive your initial payment. Setups take about 30 days. Organic SEO is a long-term process and it can take from 3 to 6 months to get a foothold. Then with proper maintenance, results continue to escalate. After website pages are ranking well for keywords, actions still need to be taken to maintain their positions. Google makes constant changes to how it ranks pages on the web with social factors and other indicators now playing a larger part.

Measuring Results

If not already in use, a Google Analytics account will be set up for the business website, that can be viewed by all involved parties. Google Analytics shows the referring traffic sources, and quantity of traffic from these. A report tracking the progress of the website in moving up in rankings for search terms is also provided each month.

Our Responsibilities

- Research the best, most-relevant keywords for your business that you can be ranked on page one for in reasonable time. Despite our successes we don't guarantee listings for individual keywords, as the search engines aren't in our direct control. There is no way to guarantee Organic search engine listings and anyone that tells you so shouldn't be believed. We work on getting the majority of keywords onto page one. Some phrases may be found to rise more easily and these may be concentrated on instead of a phrase that turns out not to be responding.
- Develop a campaign to raise the authority of your website with the search engines and rankings overall for your search terms. Often the best technique is to push a page to page one for a mix of longer search phrase variations first. Pages usually move up faster for these and they then help to lift the more valuable shorter phrases. For example, a page would rise faster for the term **good forklift training in sydney**. Then this would help to pull the page up for the shorter term **forklift training**.
- Develop articles and blog posts with the appropriate anchor text links to be distributed throughout the Internet (some input will be needed by you).
- Run the campaign in a way that will look natural to the engines and at a pace that won't raise any red flags. We emulate the way a popular site comes to life as seen in the eyes of the search engines.
- Secure as many top listings for your keywords **Organically** as possible for your company in Google (other engines mostly follow suite) and increase your qualified traffic.
- Provide monthly reports showing the progress of your listings.

Terms & Conditions

These conditions apply to the service described above offered by Spellboundweb to the client.

1. A subscription to the SEO Marketing service constitutes agreement to these terms and conditions and the project as described in the proposal. It also authorizes Spellboundweb to perform the services described.
2. The price to perform the project described by this agreement is stated in the proposal.
3. Raising website pages in search results involves creating additional feeder web-properties. These properties created for the purpose of marketing the business and/or niche would remain the property of Spellboundweb.

(The term web-property refers to any website, or web application that exists on the internet.)

4. **Domain names.** Unless specifically agreed otherwise, all domain names purchased by Spellboundweb remain the property of Spellboundweb. The age and quality of domain names

is a ranking factor. Your current domain may not enable you to overtake competition and an alternative aged domain may need to be found. If this is registered in the client's name, it will be paid for by the client and is not covered by the subscription.

5. Application of marketing strategy to the website and development of the site to increase conversions and lead capture is at the discretion of Spellboundweb.
6. Some websites are not set up well to rank easily in search engines and may require restructuring or extension, which is not covered by this marketing agreement.
7. This marketing agreement does not include ...
 - developing marketing campaigns, consultations and meetings, email marketing to your clients or other forms of search engine marketing;
 - development of your websites or any web applications such as email marketing applications that belong to you;
 - the creation of promotional material such as fliers, printed material, videos, etc. specific to your company. The scope of the marketing is online and involves increasing the exposure of your website in search results.
8. No other clients in your area of business will be taken on to avoid conflict of interest. Services are rendered exclusively to one client only in a particular niche.
9. Any purchases of PPC advertising (like Adwords) or ezine adverts to be covered by the client.
10. Content provided for the purpose of marketing that is included in any web-properties as content, is entitled to remain there from then on & not required to be removed if marketing for the client ceases. Though copyright remains with the client regarding any further distribution of the content.
11. Where marketing material is required to be created for the client specifically (video, adds) this is generally not included in the marketing subscription fee.
12. The client agrees to accept our recommendations regarding marketing online, understanding that to achieve the results requires that the recommended actions be taken.
13. Statements regarding your business would be provided to you before publication to receive issue authority. No liability will be taken by Spellboundweb for statements and information provided to the public that has received OK to publish by the client.
14. The client understands that it takes lead-time to achieve results when marketing in Organic search results. Different search terms require varying amounts of effort to rank highly in results depending on the competition. Competition can vary over time as well. Google and the other search engines are also constantly changing their methods of ranking.

15. The agreement and subscription can be cancelled at any time by you, simply by ceasing to subscribe and letting us know.
16. The right to increase subscription fees is reserved.
17. **Lost, altered and unauthorized access of computer files.** Spellboundweb, its employees, agents and subcontractors shall not be liable for unauthorized access/viewing of files, lost or altered files, data or programs, even if caused by the negligence of Spellboundweb or its agents or employees or subcontractors. Even though security measures will be employed as is customary, there is no guarantee that unauthorized persons will not view/edit data. The client understands that unauthorized persons have the ability to see any computer file, no matter how well protected, including client files.
18. **Limited warranty; disclaimer of warranties.** Spellboundweb warrants that the services to be performed under this project shall be performed in a professional and workmanlike manner. Spellboundweb does not warrant software or any services provided by an independent third party supplier or software manufacturer.
19. **Limitation of liability.** Except where such exclusion is contrary to public policy, in no event shall Spellboundweb, its employees, agents or contractors, be liable under this agreement for any indirect, special, exemplary, consequential, or incidental damages, including but not limited to, loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of warranty, breach of contract, tort (including negligence) or strict liability, even if Spellboundweb has been advised of the possibility of such loss or damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. If any portion of this section is held invalid or unenforceable, any liability of Spellboundweb is expressly limited to the fees you have paid for the service-giving rise to the claim. Your sole remedy against Spellboundweb in any dispute under this agreement shall be to seek recovery of the amounts you have paid, upon the payment of which Spellboundweb shall be released from and discharged of all further obligations and liability to you.
20. **Entire agreement.** This agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements with regard to the subject hereof.
21. The client is responsible for obtaining any necessary technical support or fixes from the manufacturer or supplier of third party hardware or software that they use in their office or owned and used by them on the web.
22. Spellboundweb may include your name on its client list.

23. **Location of work.** Work is performed in the offices of Spellboundweb and its subcontractors.
24. **Intellectual property.** All ideas, concepts, improvements, discoveries, code, tables, forms, queries, macros, modules developed by Spellboundweb shall remain the sole and exclusive property of Spellboundweb subject to the irrevocable right and license of the client to use such property without payment of royalties.
25. **Non-disclosure.** Spellboundweb understands that during the course of the project it may come to know confidential information pertaining to client's business including but not limited to operations, accounting, human resource, financial and any information that is not considered **public** information. We will not disclose or discuss such confidential information with any third party.
26. **Notices.** All notices or reports per this agreement will be in writing and deemed delivered when delivered in person, deposited in a mailbox, postage prepaid, to your address or sent by email to your listed email address.