



Search Engine Optimization (SEO) - Terms and Conditions

Version 2020.V1



Table of Contents

SEO Agreement - Terms and Conditions	3
Included Set of Agreements between Customer and ASTOUNDZ	3
Term and Termination	3
SEO Services	3
SEO Timeline	4
Fees; Limitations on Refunds and Cancellation Fees	4
Client Responsibilities	4
Client Acknowledgements	5
Additional Services	5



SEO Agreement - Terms and Conditions

This Search Engine Optimization Agreement ("Agreement") is an agreement between ASTOUNDZ ("Company") and the party set forth in the related Service Order form ("Client" or "you") incorporated herein by this reference (together with any subsequent Service Order forms submitted by Client, the "Service Order") and applies to the purchase of all services ordered by Client on the Service Order (collectively, the "Services"). The parties understand, acknowledge and agree that this agreement is being entered into in conjunction with the Master Services Agreement and the "Included Agreements" as listed below.

Included Set of Agreements between Customer and ASTOUNDZ

Applicable Agreements Integrated into this Engagement	Available Online at
ASTOUNDZ Master Services Agreement	www.ASTOUNDZ.com/MSA
ASTOUNDZ Service Level Agreement ("SLA")	www.ASTOUNDZ.com/SLA
ASTOUNDZ SEO Agreement T&C	www.ASTOUNDZ.com/SEOTandC
ASTOUNDZ SEO Service Order	Client Specific SEO Service Order
Standard Rates	www.ASTOUNDZ.com/Rates

Term and Termination

This Agreement shall be effective as of the time frame Client signs up for SEO Services. This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by ASTOUNDZ (i) immediately if Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with ASTOUNDZ or hinders ASTOUNDZ's ability to perform the SEO Services hereunder.

SEO Services

ASTOUNDZ agrees to provide Client with SEO Services as described in this Agreement. ASTOUNDZ is authorized to use the specific keywords and/or phrases provided by Client and developed by ASTOUNDZ for improving the ranking of, and/or positioning the contents of the Client's URL(s) in search engines and/or directories. SEO Services are intended to provide the Client with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEO Services include:

- Research keywords and phrases to select appropriate, relevant search terms.
- Professionally written and unique on-page and off-page content to complement newly written HTML coding.
- Submit Client's pages to search engines and directories as set forth in this Agreement.
- Modify the title tags, meta tags, content, HTML code, URLs and other on-page factors.
- Create positioning reports showing rankings in the major search engines and under which keywords.
- Guaranteed multiple listings on the first and second page of the major search engines within 90 days of uploading the optimization.



SEO Timeline

ASTOUNDZ promises to perform its requirements of the optimization within 45 business days after the initial payment is made and Questionnaire received, based on the following timeline. This timeline may be extended if Client does not meet their obligations.

- **Questionnaire:** When Questionnaire is completed and delivered to ASTOUNDZ by the Client, the Optimization timeline begins.
- **Page Titles:** Will be created by ASTOUNDZ within 5 business days of receipt of properly completed Questionnaire from the Client.
- **Content Development:** Once the Page Titles have been approved by the Client, Content will be developed within 30 business days by ASTOUNDZ and delivered to the Client for review and approval.
- **Website Access** – While Content is being developed, Client to provide ASTOUNDZ full access to the website to begin optimization and prepare for content upload.
- **Optimization / Content Upload:** Once the Client has approved all content, and ASTOUNDZ has full access to the website, ASTOUNDZ will upload the content and complete the website optimization within 5 business days.

Fees; Limitations on Refunds and Cancellation Fees

Client agrees to pay ASTOUNDZ any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any SEO Services. THE CLIENT FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY CLIENT, NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES UNLESS ASTOUNDZ FAILS TO OBTAIN MULTIPLE FIRST AND SECOND PAGE PLACEMENTS IN THE TOP SEARCH ENGINES. THE CLIENT FURTHER AGREES TO PAY UPON CANCELLATION THE AMOUNT OF ANY CANCELLATION FEES OR OTHER AMOUNTS DUE TO ASTOUNDZ AS PROVIDED IN THE AGREEMENT. ASTOUNDZ IS HEREBY AUTHORIZED TO CHARGE CLIENT'S CREDIT CARD ACCOUNT OR OTHER PAYMENT MECHANISM FOR ANY AMOUNTS OWED FROM TIME TO TIME BY CLIENT TO ASTOUNDZ.

Client Responsibilities

For the purposes of providing these services, Client agrees:

- To provide ASTOUNDZ with FTP and CMS access to its websites for uploading new pages and making changes for the purpose of SEO Services optimization or approval to go through a third-party.
- To authorize ASTOUNDZ use of all Client's logos, trademarks, Website images, etc., for use in creating informational pages and any other uses as deemed necessary by ASTOUNDZ for search engine positioning and optimization.
- Client will ensure that no other SEO company is working with or on their website during the term of this Agreement.
- Client will review and respond to the Questionnaire, Page Titles and Content submissions within 3-5 business days or this will extend the timeline to optimize the website.
- You or anyone else won't use any "black hat" techniques, including but not limited to exchanging links with link farms, use spamming or SEO techniques, or otherwise do any online activities that may cause your website's search engine ranking to drop.



- Be willing to adjust design elements of website that may hinder full optimization (ie: website format/platform, duplicate content, images, call-to-action, etc.). Client agrees to make recommended changes, or pay a determined fee to ASTOUNDZ to make said changes.
- Search Engines – Selected search engine submissions include: Google, Yahoo, Bing

Client Acknowledgements

Client understands, acknowledges and agrees that:

- ASTOUNDZ has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client's website(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. ASTOUNDZ will resubmit those pages that have been dropped from the index.
- Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission to list Client's website(s). Occasionally, search engines and directories will stop accepting submissions for an indefinite period of time. Occasionally, search engines and directories will drop listings for no apparent or predictable reason. Often, listings will "reappear" without any additional submissions. Should the listing not reappear, ASTOUNDZ will re-submit the website(s) based on the current policies of the search engine or directory in question.
- By entering into a contract with ASTOUNDZ, Client confirms that they have read and are aware of the following statement:
 - Search Engines, particularly Google, have proprietary algorithms, techniques and software that affect how search results are ordered for a given search. These algorithms change periodically with a consequent change in ordering. ASTOUNDZ endeavors to track these changes in order to minimize down time when your website drops results. It also means that while we may be able to ensure that your website will eventually be located on the first or second page, we cannot say exactly what ranking your website will have on these pages or how much traffic this will bring.
 - While a top ten ranking assignment means that the Client's page will be placed in the top ten in a search result, this can take up to 20 weeks to occur as we upload optimization to the Client's website. It is our primary goal to increase visibility and to gain a higher search engine rank for our Clients.
 - Web Site Changes – ASTOUNDZ is not responsible for changes made to Client's website(s) by other parties that adversely affect the search engine or directory rankings of Client's website(s).

Additional Services

Additional services not listed herein will be provided based on our Standard Rates found at ASTOUNDZ.com/Rates.