

Search Engine Optimization Contract

1. Service Brief

NERBELS.com Web Development & Optimization will provide search engine optimization to small businesses and non-profit organizations. We optimize your website for search engines by adjusting header tags, creating quality backlinks, and submitting your website to business directories. Our SEO strategy is a long-term plan that is aimed to increase the client's rankings in search engines.

2. Fee

The client can pay for this service through the NERBELS.com website:

\$100 + \$197/Month

This contract between **NERBELS.com Web Development & Optimization** and the client will take effect upon clicking the applicable Paypal button on the NERBELS.com website.

All payment options may be subject to the following additional costs

* Search engine optimization consulting: \$70/hour

Details...

All payments are due within 15 days of billing. Late payments will be charged a 1.5% compounded monthly late fee. Should a payment be late, **NERBELS.com Web Development & Optimization** reserves the right to freeze all work until accounts are settled.

3. Assignment of Specific Rights

For the purposes of receiving professional SEO services, Client agrees to provide the following:

- Give **NERBELS.com Web Development & Optimization** FTP and other back-end access to the web site for uploading new web pages, and making changes on the web pages for the purpose of on-page optimization.
- Permission to communicate directly with any third parties, e.g., your web designer, if necessary.

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- Full access to existing website traffic statistics for analysis and tracking purposes.
- Permission to use client official email address for the purposes of requesting links (something like contact@client-company.com)
- Client authorizes **NERBELS.com Web Development & Optimization** use of all client's logos, trademarks, Web site images, content etc., for use in creating informational pages and any other uses as deemed necessary by **NERBELS.com Web Development & Optimization** for search engine optimization and social media optimization.
- The Client authorizes **NERBELS.com Web Development & Optimization** to add content to the client's website in order to optimize the website for search engines. Permission to add content to the client's website will be obtained by the client beforehand.

4. Disclaimer

Client acknowledges the following with respect to SEO services from **NERBELS.com Web Development & Optimization**:

- All fees are non-refundable.
- **NERBELS.com Web Development & Optimization** has no control over the policies and ranking algorithms of search engines with respect to the type of sites and/or content that they accept now or in the future. Client's web site may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, **NERBELS.com Web Development & Optimization** does not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than "x" amount of time or have enough back link strength. **NERBELS.com Web Development & Optimization** assumes no liability for ranking, traffic, indexing issues related to such penalties. Consequently client understands that ranking new websites is much more difficult than ranking old and established sites and he should not have unrealistic expectations about rankings, traffic and revenues.

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- New website may get temporary boost in ranking for some targeted keywords for few days but then it settles down to its real place. This is known as 'new site boost effect' and it is quite common to happen. Consequently client understands that his new site has not really got top rankings within a month and soon it will go down to its actual position.
- Occasionally, search engines will drop listings for no apparent reason. Often, the listing will reappear without any additional SEO efforts.
- A website search engine ranking can fluctuate any day, any time because of on-going changes in the ranking algorithm, seo efforts made by the competitors or both.
- **NERBELS.com Web Development & Optimization** makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if the SEO work is destroyed either wholly or in parts, either knowingly or unknowingly by any party other than **NERBELS.com Web Development & Optimization** or without the prior consultation of **NERBELS.com Web Development & Optimization**. SEO work is considered to be destroyed either wholly or in parts if following changes (but are not limited to) are made to a website by any party other than **NERBELS.com Web Development & Optimization** or without first consulting **NERBELS.com Web Development & Optimization**:
 - i. Changes in the file(s) or folder(s) name
 - ii. Putting a file in a different folder or putting a folder in another folder or sub domain
 - iii. Making changes in the head section of a document like changing the text in the title tag, removing certain HTML tags required for site authentication.
 - iv. Deleting a link, folder, file, web document or sub domain.
 - v. Modifying text on a web document like changing the formatting of the text or repositioning the text.
 - vi. Removing analytics code from the web page which is used to track website traffic.
 - vii. Linking out to any website without prior consultation of the **NERBELS.com Web Development & Optimization**.
 - viii. Adding a file, folder, web document, widget or any functionality.
 - ix. Renaming URLs of existing web documents.
 - x. Taking down the website or part of the website.
 - xi. Renaming, re-locating, adding or removing any file, folder or sub domain on a web server including web documents, robots.txt, .htaccess file, sitemap.xml, rss.xml etc
 - xii. Changes in the site architecture
 - xiii. Changes in the anchor text
 - xiv. Making any changes on an optimized web page

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5. Warrantees

NERBELS.com Web Development & Optimization makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if:

- i. The client fails to resolve **NERBELS.com Web Development & Optimization** queries on time.
- ii. Make delays in providing required access, documents, permissions or any support for Search Engine Optimization purpose
- iii. Fail to make necessary changes on the website as and when advised by **NERBELS.com Web Development & Optimization** for carrying out the Search Engine Optimization services.
- iv. There is a server outage for prolonged time on client's site.

6. Representations

We are authorized to use the specific keywords and/or phrases for developing and improving the ranking of the Client's site(s) in the search engines (Google, Yahoo and Bing).

7. Independent Contractors

NERBELS.com Web Development & Optimization retains the rights to subcontract any portion of the Contract.

8. Response Time

Within the duration of this Contract, **NERBELS.com Web Development & Optimization** will make every effort to reply to inquiries within 48 hours except where The Client has been previously notified of a period of limited availability. **NERBELS.com Web Development & Optimization** will respond in good faith but cannot guarantee any specific action within a given time frame.

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9. Dependencies

In the event that any aspect of this Contract is dependent on a separate third party or the Client's in house team, the quality and punctuality of the Finished Product(s) may be subject to said party's ability to meet the required timelines and/or level of quality. **NERBELS.com Web Development & Optimization** is not responsible for any delay or defect caused by separate third party or the Client's in house teams.

10. Credit

NERBELS.com Web Development & Optimization retains the right to use the Client within its roster of clients. A link to the The Client website/application website will be placed on the **NERBELS.com Web Development & Optimization** website as part of its business portfolio.

11. Electronic Commerce Laws

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend **NERBELS.com Web Development & Optimization** and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs. their work in their respective portfolios.

12. Relationship

(a) The relationship between the parties is one of principal and independent contractor. Neither party has the power, right, or authority to bind the other, or to assume or create any obligation on behalf of the other or in their name. Neither party may represent that it has any such right, power, or authority.

(b) Nothing in this Agreement is to be construed as constituting the parties as partners, or creating the relationship between them of employer and employee, or principal and agent, or joint venturers.

13. Non-exclusive Services and Exclusivity

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The Service Provider acknowledges and the Client accepts that the Service Provider does not provide services exclusively to the Client and can perform services for other persons and/or entities in direct competition with the Client.

14. Non-solicitation of the Service Provider’s employees by Client

The Client agrees that it shall not solicit, canvass, or approach any employees of the Service Provider with the intent of obtaining the services or employ of any of the Service Provider’s employees. This restriction applies both during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement.

15. Confidentiality

(a) The Service Provider and the Client agree to keep confidential all Confidential Information and data (in whatever form) regarding the other party’s business and the business of any of its associated companies or related bodies corporate.

(b) The Client and the Service Provider agree that, subject to any contrary policy or direction of the other party, they will keep secret and confidential and not publish, disclose, divulge, nor use any Confidential Information relating to the other party’s business, both during the period of this Agreement and after the termination of this Agreement. The obligations of the Client and the Service Provider pursuant to this clause shall subsist beyond the termination of this Agreement.

(c) The Client and the Service Provider agree that they will not memorize any Confidential Information for their own personal use, misuse or any other purpose not relating to the purposes and Services of this Agreement.

(d) The rights of each party pursuant to this clause are in addition to any rights that each party may have at law or in equity regarding confidential information or trade secrets.

(e) For the purposes of this Agreement, “Confidential Information” means any information that would at law or in equity be classified as the trade secrets or confidential information of a party, plus any other information relating to the businesses of either party or companies related to either party, including information regarding:

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- i. the names, addresses, telephone numbers, and email addresses of either party's clients, and all lists or other records containing this information;
- ii. information regarding either party's suppliers and contractors;
- iii. financial and business information relating to either party, including, without limitation, business plans, financial data, online strategy, market analyses, market expansion plans, revenue, and profit analyses;
- iv. information regarding remuneration, bonus entitlements, or commission of employees of either party; or
- v. technical information regarding either party's products including without limitation, all implemented or planned product and services improvements or changes; provided that Confidential Information shall not include:
- vi. information which was in the public domain prior to disclosure to a party;
- vii. information which enters into the public domain other than as a result of a breach of this Agreement by either party;
- viii. information which either party can prove was in its possession at the time of first disclosure by the other party, and was not acquired directly or indirectly from the other party; or
- ix. information which either party received legitimately from a third party legitimately in possession of and having a right to disclose such information, and who was not under any obligation of confidentiality to the other party.

16. Non Disclosure Agreement

At any time during or subsequent to contract period, client agrees to keep in strictest confidence and trust all of the **NERBELS.com Web Development & Optimization** confidential information to which the client has access. The client will not use or disclose the **NERBELS.com Web Development & Optimization** confidential information without the written consent of **NERBELS.com Web Development & Optimization**

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Client agrees not to attack/criticize **NERBELS.com Web Development & Optimization** and any of its employee, associate or partner publicly (on public forums, blogs, social networks etc) at any time during or subsequent to contract period. Similarly client agrees not to seek for seo advice on seo forums, blogs, community groups or any social media in a way which brings bad name to the company or any of its employee, associate or partner. In case of breach of non-disclosure agreement, client agrees to pay CAD \$2,000 to **NERBELS.com Web Development & Optimization** as damages.

17. Cancellation

NERBELS.com Web Development & Optimization and the client have the option to cancel the SEO service at any time. In the event of cancellation of this assignment, payment by the client will cease immediately.

18. Dispute Resolution

(a) This clause applies to any dispute or disagreement arising out of or relating to this Agreement.

(b) A party must not commence any arbitration or court proceedings relating to a dispute unless it has complied with the provisions of this clause, except where:

- i. a party seeks urgent injunctive relief; or
- ii. the dispute relates to compliance with this clause.

(c) A party claiming that a dispute has arisen must give written notice to the other party setting out the nature of the dispute ("Dispute Notice").

(d) The parties must work together in the spirit of the strategic client relationship to resolve any dispute promptly. Specifically, within ten (10) business days of receipt of a Dispute Notice, the parties, represented by authorized representatives, must meet, either by phone or in person, to negotiate resolution of the dispute.

(e) If the parties are able to resolve the dispute, the resolution of the dispute will be documented and signed by both parties.

(f) If the parties follow the procedures above and are unable to resolve the dispute within twenty

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(20) business days, then either party may have recourse to litigation or other dispute resolution processes.

19. Acceptance of Terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Designer as sender and the client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.