

Terms & Conditions Add Local SEO

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THIS AGREEMENT is made the day of acceptance to the service contract and its terms and conditions.

BETWEEN:

- (1) Add Media (Group) Ltd.
- (2) The client.

WHEREAS:

- (1) At all material times the Company is engaged in the business of providing local search engine optimisation ("SEO") services.
- (2) The Client wishes to increase their company exposure locally on google.co.uk.
- (3) The Company hereby agrees to provide its services to the Client subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

- 1. Definitions and Interpretation
- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Client" The person, firm or company who purchases Services from Add Media (Group) Ltd.

"Company" "Add Media (Group) ltd

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Designated Search Engines" means the search engines on which the Company shall apply the local SEO Services with a view to increasing their company exposure to the locally.

["Charges"] means the consideration payable to the Company for the local SEO Services as defined in clause 5.

["Initial Fee"] means the first sum payable to the Company.

"Intellectual Property Rights" means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions;

- (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;

"Local SEO Services" 1.2 means the local SEO services to be provided by the Company to the Client in accordance with the terms and conditions of this Agreement as defined in the agreement, it includes and is not limited to search engine optimisation, and promotional services, all these services may be amended by A

"On page SEO" means [the application of the Local seo services to the Website including, but not limited to, the editing of the Website] OR [the preparation of reports and other materials necessary to enable the Client or a third party to edit the Website in accordance with the Company's recommendations].

1.2.1 Unless the context otherwise requires, each reference in this Agreement to: "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; "this Agreement" is a reference to this Agreement a "Party" or the "Parties" refer to the parties to this Agreement.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

1.3 In the event that any action required by the Company here to does not occur on a business day, the action shall be taken on the next succeeding business days thereafter.

2. Engagement of the Company

- 2.1 The Client hereby engages the Company to provide the Local SEO Services.
- 2.2 The Client shall provide the any required Information to the Company within 7 days of acceptance of this agreement.

3. Nature of Engagement

3.1 The Company shall at all times be responsible for organising how and in what order the Local seo services are performed. The engagement under this Agreement is mutually non-exclusive and the Company shall be entitled, at its own expense, to subcontract the performance of the Local SEO services.

4. The Local SEO services

- 4.1 The Company shall provide the Local SEO Services specified in this agreement in accordance with the Agreement.
- 4.2 The on page SEO shall be performed directly and all changes to the Website shall be uploaded directly to the host server via FTP. The Client shall provide the required access credentials including, but not limited to FTP/and/or CMS access, no later than 7 working days from agreement to this service supplied by the company. The client will also provide any company information materials, documentation, images or any such information that is needed for Add Media (Group) Ltd to perform its obligations documented in the service order.

OR

[The Company shall not have FTP or ADMIN access to the Website and the Website SEO materials shall be submitted to the Client for uploading by the Client or a third party appointed by the Client.]

The client will also provide any company information materials, documentation, images or any such information that is needed for Add Media (Group) Ltd to perform its obligations documented in the service order.

The Client understands and acknowledges the following:

- 4.2.1 The times for websites to appear on local search engine listings vary and the Company can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the Local SEO Services being performed.
- 4.2.2 The Company cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the Local SEO Services.
- 4.2.3 The Company accepts no responsibility for any detrimental effect on the Website's search engine rankings which results from any activity of the Client or any third party including, but not limited to, alterations to the Website.
- 4.2.4 The Company accepts no responsibility for the impact of changes in any of the search engines due to algorithm updates. If a search engines algorithm devalues filters or penalises a client's website in any way, the client agrees to indemnify and hold harmless the company, owners, agents or employees.

4.2.5 If the company performance and obligations as set out in the service order agreement is prevented or delayed due to act or omission by the client or failure by the client to perform any relevant obligation then Add Media (Group) Ltd shall not be liable for any losses occurred directly or indirectly from failure of delay.