



Search Engine Optimization (SEO) Terms of Service

Summary:

We'll always do our best to fulfil your needs and meet your expectations. But it's important to have things written down, so that we all know what's-what, who should do what and when, and what will happen if something goes wrong. In this document you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for everyone, now and in the future.

So in short;

Each client, company, group, organization, or other person(s) engaging in SEO services from Beauty & Logic Designs, either as a single service or in conjunction with other services, is subject to the terms and conditions listed in this document.

SEO (Search Engine Optimization and Reporting Services) are provided as described below and in related correspondence, for the estimated total price and duration as stated in related correspondence. Related correspondence includes quotes, estimates, or invoices. Emails, social media posts and messages, and phone calls are not considered related correspondence.

Further, you authorize us to use the specific keywords and/or phrases for developing and improving the ranking of your website in the search engines (Google, Yahoo and Bing).

Of course it's a little more complicated, but we'll get to that.

Definitions

To bring clarity into this document, we are going to define some SEO terms/jargons which we have used in this document. Our goal is to develop a document in plain English which is mutually understood by all the parties entering into the document and which minimizes erroneous beliefs. However we make no warranty/guarantee of accuracy and completeness of the SEO terms described in this document. Our definitions should not be considered as be all and end all of SEO terminology.

For the purposes of this document:

- Client's Competitor – It is an individual or a company which is in the same exact niche as the client and is targeting same/identical keywords in same/nearby geographic location(s).
- Confidential Information - It includes but is not limited to, any and all fees, services, documents, recommendations, reports, e-mails, postal mail, courier or phone/skype consultation for the purpose of reporting, recommending or educating the client by us for carrying out search engine optimization services.
- Conversion Rate - It is the percentage of visits which result in goal conversions.
- Conversions - Also known as goals. They can be orders, leads, downloads, page views, sign ups, traffic etc.
- Deliverable - It is a term used in project management to describe a tangible or intangible object produced as a result of the project that is intended to be delivered to a customer (either internal or external). A deliverable could be a report, a document, a server upgrade, or any other building block of an overall project [source: <https://en.wikipedia.org/wiki/Deliverable>]
- Keyword Research – It is a practice used by search engine optimization professionals to find and research actual search terms people enter into the search engines when conducting a search.
- Keyword – Keyword or keyword phrase is a search term(s) which is used to retrieve information through search engines.
- KPI - KPI or Key Performance Indicator is used to measure how well an organization or individual is accomplishing its goals and objectives.
- SEO – Search engine optimization (SEO) is the process of improving the volume or quality of traffic to a web site from search engines via “natural” or un-paid (“organic” or “algorithmic”) search results as opposed to search engine marketing (SEM) which deals with paid inclusion. [source: https://en.wikipedia.org/wiki/Search_engine_optimization]
- Social Media Optimization – It is set of methods which are used to generate publicity through social media.
- URL Canonicalization – It is the process of picking the best URL when there are several choices, and it usually refers to home pages. [source: <https://www.mattcutts.com/blog/seo-advice-url-canonicalization/>]
- URL - It is the address of the web page on the Internet.
- User Engagement - It refers to the degree to which a visitor has been positively influenced by the website and is engaged to it.
- Website Usability - It means how easy it is for visitors to use your website.

Deliverables

We are committed to provide following deliverables, according to your pre-established timeline. This is different for every client; please ask for details about your situation.

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1. Website Audit Report – This report provides a current snapshot of your website’s SEO standing, and where improvements can be made. It will examine the competitiveness of your industry, review the current ranking potential of your website, examine issues related to website usability, user engagement, and more. It will also make suggestions on how to repair found errors and make improvements to improve SEO.
2. Keyword Research Report - It provides list of keywords that can bring highest volume of relevant traffic to the website along with their search volume. It also provides suggestions regarding how keywords should be used on site to attract additional traffic.
3. Website Optimization - We try to fix all the issues we have identified during website audit, so that the website works for your business and is able to convert relevant traffic into sales or leads.
4. On-page optimization - We modify the title tags, meta tags, contents, HTML code, naming conventions and other on-page factors of your website to make it relevant to search engines (Google, Yahoo and Bing) for targeted keywords. We do keywords positioning/placement to attract additional traffic to the site.
5. Viral Content Development - We develop and promote contents (press releases, articles, blogs, etc) which help in getting additional traffic and links to your site and also help in improving the conversion rate.
6. Social Media Optimization - We develop methods to generate publicity through social media like blogs, forums, social networking sites (Facebook, LinkedIn, Twitter etc), meet-up groups, industry events etc.
7. SEO Analysis & Reporting - We continuously monitor the effectiveness of our SEO campaign and send you traffic and rankings reports on a regular basis.

Assignment of Specific Rights & Materials

For the purposes of receiving professional SEO services, you agree to provide the following:

- 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, web developer etc if necessary.
- Full access to existing website traffic statistics for analysis and tracking purposes like access to Google Analytics, Omniture etc.
- Permission to use client official email address for the purposes of requesting links (something like contact@client-company.com). If your company only has one email account, a separate account for SEO purposes can be established. We can do this for you for a nominal fee.
- You authorize us use of all your logos, trademarks, Web site images, content etc., for use in creating informational pages and any other uses as deemed necessary by us for search engine optimization and social media optimization.

- If your site is lacking in textual content, you will provide additional text content in electronic format for the purpose of creating additional or richer web pages. If you need us to create site content for you (not otherwise included in your project), we can provide an estimate for that.

Non Disclosure Agreement

At any time during or subsequent to service period, client agrees to keep in strictest confidence and trust all of our confidential information to which the client has access. The client will not use or disclose our confidential information without our written consent.

Client agrees not to attack/criticize us and any of its employee, associate or partner publicly (on public forums, blogs, social networks etc) at any time during or subsequent to service 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 10 (ten) times total invoice amount to us as damages.

Disclaimers

Client acknowledges the following with respect to SEO services from us:

1. All fees are non-refundable.
2. We have 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.
3. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, we do not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
4. 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. We assume 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 you should not have unrealistic expectations about rankings, traffic and revenues.
5. New websites may get temporary boost in ranking for some targeted keywords for a 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 your new site has not really got top rankings within a month and soon it will go down to its actual position.

6. Occasionally, search engines will drop listings for no apparent reason. Often, the listing will reappear without any additional SEO efforts.
7. 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.
8. We make 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 us, or without the prior consultation of us. 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 us or without first consulting us:
 - a. Changes in the file(s) or folder(s) name
 - b. Putting a file in a different folder or putting a folder in another folder or sub domain
 - c. 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.
 - d. Deleting a link, folder, file, web document or sub domain.
 - e. Modifying text on a web document like changing the formatting of the text or repositioning the text.
 - f. Removing analytics code from the web page which is used to track website traffic.
 - g. Linking out to any website without prior consultation of us.
 - h. Adding a file, folder, web document, widget or any functionality.
 - i. Renaming URLs of existing web documents.
 - j. Taking down the website or part of the website.
 - k. 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
 - l. Changes in the site architecture
 - m. Changes in the anchor text
 - n. Making any changes on an optimized web page
9. We make no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if:
 - a. The client fails to resolve our queries on time.
 - b. There are delays in providing required access, documents, permissions or any support for Search Engine Optimization purposes
 - c. You or your web designer fail to make necessary changes on the website as and when advised by us for carrying out the Search Engine Optimization services.
 - d. There is a server outage for prolonged time on client's site.
10. We are not responsible for the Client overwriting SEO work. The Client will be charged an additional fee for re-constructing, re-optimizing content/web pages, based on the hourly rate of \$75.00 per hour.
11. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to us for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless,

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protect, and defend us and our subcontractors from any liability or suit arising from the use of such elements.

12. We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.
13. Finally, if any provision of this document shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this document and shall not affect the validity and enforceability of any remaining provisions.

Payment Terms

SEO Services involve setup (1st month) and monthly fees.

Client agrees to pay us a fee as stated in the agreed quote, estimate, or invoice. Fee must be received prior to the start of any services provided. All payments shall be made in USD (United States Dollars) and by check or credit card (via PayPal) unless otherwise agreed by us.

Although rare, any incidental cost related to the SEO Services provided to the client like shipping, postage, courier and travel will be reimbursed to us by the client.

If the client decides to end the project for lack of funds, change in focus, or for any other reason other than which violates any term of this document, then the client is required to pay for the remainder of the month that client notifies us not to continue with the project. For example, if the Client asks us to stop work on June 9, the Client will have to pay for the entire month of June, but will not be charged (and no work will be completed) in July.

If the client doesn't want us to work for any of the client's competitor (as defined in the 'definitions' section) for a period of 6 months, then the client has to pay an additional fees of \$1,250.00/month.

When the SEO services comes to an end

SEO Services can be terminated in any of the following ways

1. One or both parties decides to end services – 30 days notice is required
2. A breach of the Terms & Conditions results in one party deciding to end services
3. Mutual agreement by both parties
4. When it becomes impossible to carry out the obligations specified in the document like due to man-made calamities (riots, acts of terrorism, war etc.) or natural calamities (like flood, hurricane, earthquake, volcanic eruption, etc.)

Governing Law and Jurisdiction

Governing law means which country's rule of interpretation and legal remedies apply in case of any dispute arising out of the document. Jurisdiction means the place where your dispute will be heard.

This document shall be governed by the laws of Virginia, United States and the parties submit to the exclusive jurisdiction of the courts of Virginia in respect of any dispute or difference between the client and Beauty & Logic Designs arising out of this document. Beauty & Logic Designs reserves the right to select the local court that is most convenient for us; which typically will be King George County, Virginia.

Any dispute or difference can also be resolved outside the court by appointing an independent third party (also known as arbitrator) on mutual agreement of the client and us. However in this case arbitrator's decision is considered to be final and cannot be disputed or appealed in the court of law.

By engaging in SEO services, you agree that you fully understand this document, you are legally competent and authorized to enter into services with us, and you do so on your 'own free will' without any undue influence, misrepresentation of facts or by mistake.

You also represent and warrant to us that you have no interest or obligation which is inconsistent with or in conflict with this document or which would prevent, limit, or impair our performance of any part of this document. You agree to notify us immediately if any such interest or obligation arises.

Changes to this document

As laws and situations change, so may this document. We reserve the right to make changes to this document from time to time, without notice.

At any time, you may request an updated copy of this document by contacting us by email or by postal mail.

Contacting Beauty & Logic Designs

Beauty & Logic Designs

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