

# Found Me Online Terms And Conditions

## 1. TERMS

Upon the completion of purchase of any and all Found Me Online products and services initiates the marketing campaign described. By agreeing to this document you agree to be charged the amount listed at checkout for your selected package. There is a 15% late fee surcharge that will be implemented if payment is late. We take pride in making sure your account is kept in pristine rapport with the companies we deal with to make sure deactivation does not take place. Payment must be made in the exact amount of contractual agreement to ensure your accounts do not get deactivated. Found Me Online is NOT RESPONSIBLE FOR CONVERSION OR SALES! This "Agreement") is made effective upon the payment date of this agreement, by and between (the "Client"), of Found Me Online, (the "Consultant").

1. The Consultant will provide the Client with Search Engine Optimization services (hereinafter referred to as "SEO Services") as listed in the contractual agreement to improve the search engine crawling, indexing, and/or ranking of the Client's website, local listings, or anything attributed to the Client's business (the "Website"). The Consultant Services are intended to serve two main purposes:

- 1) to provide the Client with increased exposure in search engines, and
- 2) to drive targeted online traffic to the site.

2. Upon completion of services, and/or services are discontinued, following contractual agreement guidelines, the last payment is required to end contractual agreement. Depending on what package was purchased with Found Me Online the Consultant's SEO Services may include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms.
- Researching competitors' websites to identify "back link" opportunities.
- Obtaining back links from other related websites and directories in order to generate link authority and traffic.
- Creating official accounts for the Client with search engines or other services.
- Editing and/or optimization of text for various HTML tags, meta data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.

- Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- Create traffic and ranking reports for the Website and any associated pages showing rankings in the major search engines.
- Google My Business ((hereinafter referred to as "GMB") Optimization

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

- Administrative/back-end access to the Website for analysis of content and structure.
- Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web hosting service.
- Unlimited access to existing Website traffic statistics for analysis and tracking purposes.
- A Website email address for the purposes of requesting links (i.e. garrett@seohoustonpros.com)
- Authorization to use the Client's names, pictures, logos, trademarks, web site images, pamphlets, content, etc. for any use as deemed necessary by Consultant.
- Unlimited access to existing Google My Business as an admin to ensure that the account is not locked, or suspended, and so constant requests will not have to be made to the owner of the GMB to get logged in as to optimize the listing

4. Client must acknowledge the following with respect to SEO Services:

- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, the Consultant cannot guarantee ranking positions for any particular keyword, phrase, or search term.
- Occasionally, search engines will change website listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO Services.
- Linking to “flagged” websites can seriously damage all SEO efforts. The Consultant does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

5. The Consultant is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Website.

6. Additional Services not listed herein (copyrighting, SEO training, etc.) may be requested by the Client in a written "change order" that explains the changes and the adjustment to the payment for the Services that will result from such changes. Such change order shall become effective when signed and dated by both parties.

7. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to the Consultant for inclusion on the Website are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend the Consultant from any liability or suit arising from the use of such elements.

8. Consultant is not responsible for the Client overwriting SEO work to the Website (e.g., uploading over or modifying work already provided/optimized). Notwithstanding any other provision of this Agreement, the Consultant's obligation to provide free SEO services shall cease in the event the Client's conduct overwrites the SEO services provided.

9. Either party may terminate this Agreement at any time by providing 60 days advance written notice. In the event of such termination, the Client shall be obligated to pay only for actual services provided by the Consultant and for expenditures incurred with the Client's approval. Unless otherwise terminated, this Agreement will terminate upon completion of the SEO Services. The Client also understands that services provided to them are non-refundable, and all sales are final.

10. If a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate this Agreement by providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The party in default shall have 60 business days from the effective date of such notice to cure the default(s). Unless waived by the party providing the notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

11. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

12. You agree that in any arbitration or litigation by either party to enforce the terms of this contract, the prevailing party is entitled to reimbursement of its reasonable attorneys' fees and costs in bringing or defending the action. As used herein, prevailing party means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as determined by the court or arbitrator(s) allowing for all of the claims, counterclaims, and defenses asserted under the contract. In claims for money damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the prevailing party.

13. This Agreement shall be construed in accordance with the internal laws of the State of Texas, without regard to conflict of laws rules. Venue shall be in a court of competent jurisdiction in the State of Texas, and both parties

expressly consent to jurisdiction in such courts.

## **2. ACCEPTANCE**

Completion of purchase indicates acceptance of these terms and conditions, and entrance into a contractual agreement with Found Me Online beginning on the date of completed purchase. Your initial payment per the terms above will also represent acceptance of this proposal, and entrance into a contractual agreement with Found Me Online, beginning on the date of payment receipt. You also acknowledge that any payment of services is an acknowledgment of services received. You also acknowledge that commencing services from Found Me Online Search Engine Marketing that what you are receiving and confirming is a digital service, or digital product, and is not a tangible asset.