

# SEO Service Agreement.

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This SEO Service Agreement ("Agreement") is by and between Oley Media Group and you, and your heirs, assigns, agents and contractors (collectively, "You") and is made effective as of the date of execution. This Agreement sets forth the terms and conditions of Your use of Oley Media Group's search engine optimisation ("SEO") service represents the entire Agreement between You and Oley Media Group concerning the subject matter hereof. By using Oley Media Group's SEO service, You acknowledge and agree that You have read, understood, acknowledged and agreed to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies, including, but not limited to, the Universal Terms of Service that Oley Media Group may establish from time to time.

## 1. The SEO Service

Oley Media Group currently provides the SEO service to its customers on a monthly subscription model based on the level of support and on-going optimisation that is required. Oley Media Group shall provide You its SEO service that is aimed, but not guaranteed, to optimise pre-defined keywords and phrases, however, You agree to abide by the terms and conditions set forth herein and in each of Oley Media Group's policies and procedures, as may be amended by Oley Media Group from time to time.

1.1 The SEO service is not guaranteed, but will be performed to the best of Oley Media Group's knowledge and ability;

- ▶ You should be satisfied once you have chosen to engage Oley Media Group to implement the SEO service by examining Oley Media Group's experience and previous work that Oley Media Group has the requisite knowledge and ability to implement the SEO service for You.
- ▶ Your website's ranking with a particular Search Term will rely on both the relevancy of that term on your pages, the popularity of that term on other websites and the relevance of the back-links to your website to the search term.
- ▶ Although Google's results are displayed on other search engines, the work that is carried out by Oley Media Group is aimed at increasing visibility and boosting ranking on Google, MSN and Yahoo!. It is not possible to give a 100% guarantee for any specific result on any search engine, nor can Oley Media Group quantify the level of increased traffic or sales, as a result of the SEO campaign.
- ▶ No guarantees will be given as to a Your website's ranking as the search engines change their ranking algorithms on a regular basis and new sites and competitor sites may be being optimised and submitted continually. It is possible for Your website's rankings to go backwards, if this were to happen, no liability will be on Oley Media Group and no refunds or discounts given.
- ▶ SEO deliverables are to improve Your website rankings on the keywords selected &/or close variations of these phrases. In some cases it may not be possible to improve rankings on certain keyword phrases and in this case Oley Media Group will select the closest relevant keyword phrases to optimise.
- ▶ SEO process takes at least 2-3 months to show some significant effect. During this time the client site is analysed and optimised within the timelines and resources specified in agreement. Achieving stable high rankings can take up to 6-12 months.

1.2 SEO reporting will commence 2 months after the start date of the campaign and performed once per month unless otherwise agreed by the client

- ▶ Results will be based upon listings of Google only unless otherwise agreed

1.3 You agree to give Oley Media Group the following access and that should such access not be granted, Oley Media Group will not be held responsible for meeting any agreed upon targets;

- ▶ You grant authority to submit the website pages being promoted to search engines and directories.
- ▶ Oley Media Group will have the ability to optimise the structure and content of clients' web pages. Such changes generally have a minimal visual impact. Oley Media Group will work directly with You in order to maintain the original look and feel of your website.
- ▶ The client must provide Oley Media Group with log-on information (username and password) to gain FTP access to the website. Oley Media Group will maintain confidentiality of log-in information according to Oley Media Group's privacy policy.
- ▶ You must inform webmasters or anyone else who has access to the Website that Oley Media Group are performing SEO services on the site.
- ▶ You must allow implementation of all optimisation strategies on their website.
- ▶ You are responsible for ensuring that your website is always active and accessible.

1.4 Any SEO work that Oley Media Group undertakes may be detrimentally affected if You have:

- ▶ Employed the services of another SEO Company or any other related company to work on the website during the same period, or
- ▶ Employed the services of a search engine submission company during the same period, or
- ▶ Created any duplicate sites, duplicate content or pages, redirects or doorway pages, or
- ▶ Requested or exchanged links with link farms or undertaken any spamming techniques which may harm the website's ranking with Google, or
- ▶ Attempted to use any other techniques, whether allowed by Google or not, to attempt to increase the SEO ranking of the site, or
- ▶ Any other additional SEO or SEO related activity.

1.5 Oley Media Group will not be held responsible for reaching any agreed upon targets if You have attempted to complete any of the above listed tactics (see 1.1)

- ▶ To that effect Oley Media Group requests that You inform Oley Media Group in writing if any of the above has been undertaken either currently or prior to the appointing of Oley Media Group. If any such work has been undertaken Oley Media Group will not be held responsible for any agreed targets or guarantees and in such circumstances and Oley Media Group reserves the right to withdraw its obligations to the client.
- ▶ It is agreed and understood that any activities undertaken by You (or by any third party on Your behalf) which is in relation to or similar to the Works, including without limitation any modification of the Works or the Your website or the use of or inclusion of any third party product or service which might relate to the Works shall interfere with the provision of the Works by Oley Media Group and affect the results, outcomes and positions in search engines. All such things should be discussed with Oley Media Group prior to implementation and You shall not implement the same without the prior written consent of Oley Media Group.
- ▶ Oley Media Group may make void any campaign and render all of the outstanding balance payable should it be discovered that You have participated in actions considered undesirable (spamming) by the

search engines, such as hidden links, links to link-farms, FFA link pages, redirect or cloaking techniques, submissions the web pages of the site to the search engines, search directories or other websites without the consent of Oley Media Group, used automated website submission software or automated reciprocal link programs.

1.6 Oley Media Group may provide hosting advice and will not be held liable for not achieving agreed upon goals in the event that such advice is not taken

- ▶ The Client agrees that their website is not hosted on free webspace using domain forwarding (either framed or otherwise).
- ▶ In cases where there is either concern that the current hosting IP address may be part of a 'bad neighbourhood' or for reasons of optimisation, Oley Media Group may request the client to change hosting provider.

1.7 Oley Media Group cannot be held responsible for problems or additional costs arising due to any errors made by third parties, or failure to maintain a current copy of your own website.

## **2. Intellectual Property**

Except as expressly stated elsewhere in this Agreement, this Agreement does not grant You any rights in the SEO service and all rights are reserved by Oley Media Group. You acknowledge and agree that the SEO service and procedure, the names and logos of Oley Media Group and all related product and service names, are the sole and exclusive property of Oley Media Group and its affiliates.

## **3. Fees and Payment**

3.1 Fees will be billed in advance on a Monthly cycle in your selected currency (Australian dollar) for Services. The Fees are based on the volume package you select and any excess fees from the previous billing cycle. You are responsible for reviewing the Fee Schedule from time to time and remaining aware of the Fees charged by Oley Media Group. The Fee Schedule, for both standard subscriptions and excess fees, is subject to change at any time at Oley Media Group's discretion. Oley Media Group will notify you in writing prior to the effectiveness of any change to the fee schedule. In many cases, existing subscribers will be able to retain current pricing for 12 months, but that is also at Oley Media Group's sole discretion.

3.2 Where Search Engines require subscriptions in order to be registered these costs are the responsibility of the client unless otherwise stated in writing in the agreement or as published as part of the campaign that has been purchased. Where registration fees are required Oley Media Group will register the clients URL with the directories used by the major search engines. The client will be responsible for these fees unless stated in writing in the agreement or as published as part of the campaign that has been purchased.

## **4. Responsibilities and Restrictions**

4.1 This is an Agreement for Services, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ("Software"); remove any proprietary notices

or labels from the Services or any Software, modify, translate, or create derivative works based on the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software.

Unless you are expressly authorised by Oley Media Group, you may not display, copy, reproduce, or distribute the Software, any component thereof, any documentation provided in connection with the Services or the Software. Violation of these restrictions may result in the termination of this Agreement.

- 4.2 You acknowledge and agree that the Services and the Oley Media Group company names and logos and all related product and service names, design marks and slogans, are the property of Oley Media Group or its affiliates or suppliers (collectively, the "Marks"). You are not authorised to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of Oley Media Group. Your use of the Services confers no title or ownership in the Services, the Software or the Marks and is not a sale of any rights in the Services, the Software or the Marks.
- 4.3 The Services may only be used for lawful purposes. Transmission or solicitation of any material that violates Australian federal, state or other laws that may apply in this jurisdiction or your local area is prohibited.
- 4.4 In using the varied features of the Services, you may provide information (such as name, address, contact information, and other registration information) to Oley Media Group. Oley Media Group may use this information and any technical information about your use of the Services to tailor its presentations to you, facilitate your movement through the Service, or communicate separately with you. Oley Media Group will not provide information to companies you have not authorised for that purpose unless required by law or if you are terminated from Oley Media Group due to unsolicited commercial email being sent from your account.
- 4.5 You agree to complete and return an SEO Setup Form which will include details of your competition, your selection of keywords, for analysis and subsequent final approval and your FTP details within 2 weeks of signing the agreement. In the event that this is not provided Oley Media Group reserves the right to start the service based on the information available on the website.

## **5. Termination**

- 5.1 Unless otherwise specified elsewhere, You may terminate this Agreement at any time by providing 30 days notice in writing, however the minimum period this agreement can run is 12 months. There are no refunds for any fees paid and You are responsible to pay the total amount of fees due over the minimum 12 month period. The minimum cost of this agreement is the stated Setup Fee plus 12 X Monthly Fees .Termination will only be effective 30 days after receipt of your cancellation. If the monthly anniversary falls within the 30 day notice period, the next monthly fee will be due in full, as the agreement can only cease at midnight the day before the monthly anniversary. Unless advised in writing this agreement, the Service and the fees will continue indefinitely.
- 5.2 Oley Media Group may terminate this Agreement or the Services, or disable your account, in each case at any time with or without cause, and with or without notice. Oley Media Group shall have no liability to you or any third party because of such termination or action.

## **6. Warranty Disclaimer; Remedies**

USE OF THE SERVICES AND ANY RELIANCE BY YOU UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. OLEY MEDIA GROUP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND OLEY MEDIA GROUP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your exclusive and sole remedy for any failure or non-performance of the Services shall be for Oley Media Group to use commercially reasonable efforts to adjust or repair the Services.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL OLEY MEDIA GROUP OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, ACCOUNT PROVIDERS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "OLEY MEDIA GROUP") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF OLEY MEDIA GROUP SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, OLEY MEDIA GROUP IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE LIABILITY OF OLEY MEDIA GROUP TO YOU WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

## **8. Miscellaneous**

- 8.1 Oley Media Group and you agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.
- 8.2 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 8.3 No partnership, agency, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind Oley Media Group in any respect whatsoever.
- 8.4 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

8.5 It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the state of NSW (in Australia), without regard to the jurisdiction in which any action or special proceeding may be instituted.

8.6 You accept that if you do not provide Oley Media Group with the FTP or CMS login details of your website the performance of the service will be adversely affected as this forms an integral part of the success of the service.

## **9. Debtor Policy**

### **9.1 Default & Consequences Of Default**

- a) Interest on overdue accounts shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- b) If You default in payment of any invoice when due, the You will indemnify Oley Media Group from and against all of Oley Media Group's costs and disbursements including on a solicitor and own client basis and in addition all costs of collection.
- c) Without prejudice to any other remedies Oley Media Group may have, if at any time You are in breach of any obligation (including those relating to payment), Oley Media Group may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. Oley Media Group will not be liable to You for any loss or damage You suffer because the Oley Media Group exercised its rights under this clause.
- d) If any account remains unpaid by the next monthly anniversary after supply of the goods or services the following shall apply: An immediate amount of \$50.00 shall be levied for administration fees which sum shall become immediately due and payable.
- e) In the event that:
  - i. any money payable to Oley Media Group becomes overdue, or in Oley Media Group's opinion You will be unable to meet payments as they fall due; or
  - ii. You become insolvent, convene a meeting with your creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - iii. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any asset of You; then Oley Media Group shall be entitled to cancel all or any part of any order from You which remains unperformed in addition to and without prejudice to any other remedies; and
  - iv. all amounts owing to Oley Media Group shall, whether or not due under these terms and conditions, and Oley Media Group may take any lawful steps to require payment of the amounts due and the total minimum amount due under this agreement.
  - v. Oley Media Group can issue proceedings to recover the minimum amount due under this agreement notwithstanding that ownership of the Goods may not have passed to You.