

IN-TCser02

Website terms and conditions: SEO consultancy

Between

The provider: [Name]

And

The client: [Name]

Date: [Date]

Contents

1. Summary of agreement
2. Websites' position
3. Written report
4. Search Engine Optimization
5. Consideration
6. Duration and Termination
7. Relationship of parties
8. Ownership
9. Confidentiality
10. Covenant not to compete
11. Covenant not to solicit customers
12. Assignment
13. Attorney's fees
14. Entire understanding
15. Force majeure
16. Amendments
17. Dispute Resolution
18. Jurisdiction
19. Waiver

This agreement is dated: [date]

It is made between [Company1 name] []

And whose e-mail address is [“ ”]

[Company2 name] of [address]

And whose e-mail address [“ ”].

Company1 and Company2 are hereinafter collectively referred to “ ”.

1. Summary of agreement

1.1. Company1 desires to retain Company2 to provide search engine optimization services for Company1 websites at the domain names identified [“ ”];

1.2. Company2 is willing to provide such services and therefore, for and in consideration of the mutual covenants ,
:

2. Websites' Position

2.1. company2 deems that the Websites listed in Schedule A shall be complete and ready for initiation of work on Search Engine Optimization and will be able to , ;

2.2. company1, in its sole and exclusive discretion, shall determine when the websites ;

2.3. upon written confirmation of the aforesaid by Company1, Company2 shall commence ;

2.4. company2 will respond to any emergency matter and/or other emergency support matter within one [1] hour of the time when Company1 - ;

2.5. all such emergency matters shall be resolved within five [5] hours of such report. For purposes

:

2.5.1 Critically impacts upon Company1's business;

2.5.2 Relates to Company1 system [or any of]

;

2.5.3 Causes Company1's production to not be able to function

; /

2.5.4 Causes users to have complete loss of service.

2.6. the determination of whether a matter is an "emergency"

;

2.7. further, for the purposes hereof, "resolved" shall mean that Company2 has either corrected the reported problem, or has provided Company1 with a suitable workaround

" ."

3. Written Report

3.1. company2 shall provide Company1 with monthly written reports detailing the status of Search Engine Optimization with respect to the Websites and all other activities

, , ;

3.2. an update of the work that has been completed since the

;

3.3. a listing of the work that is to be completed

;

3.4. a description of any and all issues that Company2 knows or has reason to know would materially impact the ranking

.

4. Search Engine Optimization

4.1. company2 shall use Search Engine Optimization techniques to guarantee a Ranking [hereafter defined] [

];

- 4.2. ranking: A "Rank" or "Ranking" shall mean the total of each listed unique URL on the Search Engine ;
- 4.3. company2 shall employ legal Search Engine Optimization techniques to guarantee at least a Ranking for keywords identified on Schedule A, Column 2 [hereafter "Keywords"], for each corresponding Website identified on Schedule A, Column 1, on each Internet search engine identified on Schedule B [" "] ;
- 4.4. company1 shall give to Company2 the Keywords, which may change from time to time ;
- 4.5. "Time Frame" shall mean three months or six months or nine months or one year or more than one year from the Effective Date of the agreement, or in the event Company1 changes a keyword for a particular Website, []

Determining Rank

- 4.6. To determine whether Company2 has met the Ranking requirement :
- 4.6.1 company1 shall enter each of the Keywords without any other word, into each of ;
- 4.6.2 if the Website that corresponds to the Keyword appears in the search Rank, at least as high as the number set forth on , ;
- 4.6.3 if the ranking requirement as detailed in the Schedule Bare not met, then Company2 shall be obliged to apply ;
- 4.6.4 company2 agrees to compensate Company1 by re-employing Search Engine Optimization techniques to the best of their skills and knowledge without ;

4.6.5 and in the event of a repeated failure on the said count on the part of Company2, Company1, in its sole and ,

;

4.6.6 provide additional time period and opportunity to Company2 for carrying out any changes in .

5. Consideration

5.1. flat Fee Company1 shall pay Company2 a monthly flat fee of [Amount and currency] within -[30]-

;

5.2. commission While this agreement is in effect, Company2 shall receive a payment equal to [%] of the amount collected by Company1

;

5.3. Payment Schedule:

5.3.1 Company2 shall provide an [] ;

5.3.2 Company1 shall reimburse [] ;

5.3.3 Each invoice shall identify in detail the purchaser, the item[s]

, , ,

;

5.3.4 Company1 may request clarification , ;

5.3.5 Any delay incurred ;

5.3.6 Company1 may request revisions to the .

6. Duration and Termination

- 6.1. This agreement may be terminated [] ;
- 6.2. The duration of the provisions of this agreement regarding confidentiality, [] ;
- 6.3. The termination of this agreement shall not entitle either ;
- 6.4. However, financial obligations arisen towards each other by the parties by .

7. Relationship of parties

- 7.1. The parties agree that relationship ;
- 7.2. Neither party is an ;
- 7.3. The provisions of this .

8. Ownership

- 8.1. Company1 acknowledges and agrees that all skills, documentation, materials, creative works, methods, techniques, ideas, improvements, inventions, computer programs and data [both object and source code], system documentation, [] / ;

8.2. Company2 is under no obligation to share information of such skills, documentation, materials, creative [],

8.3. The provisions of this .

9. Confidentiality

So far as the parties have access in the course of this transaction to information in respect of the business and operation of the other and their dealings, transactions and affairs, -

[] .

10. Covenant not to compete

10.1. Company2 acknowledges that it is essential for the proper protection of the business of Company1 that

:
10.1.1 during the term of this agreement, and during the [period] commencing on the date of termination of this agreement,

10.2. For purposes of this “ ”
:

10.2.1 Any person, corporation or other entity which sells or attempts

; /

10.2.2 Any person, corporation or other entity engaged in

,
.

11. Covenant not to solicit customers

11.1. Company2 recognizes and acknowledges that Company1 has expended and will expend considerable and significant amounts

,
;

11.2. Company2 further recognises and acknowledges that the aforesaid list may

;

11.3. Company2 also recognizes and acknowledges that it is essential for the proper protection of

;

11.4. Therefore, Company2 hereby agrees that, during the term of this agreement, and during the [period] commencing on the date of termination

,
,
,
,
,
,
;

11.5. Affiliate Program Company2 hereby agrees that, during the term of this agreement, and during the one [1] year period commencing on the date of termination or expiration of this agreement, Company2 will not engage,

,
,
,
,
,
,
,

/

11.6. Enforcement Parties to the agreement agree that equitable relief, including specific performance of the provisions of this agreement, is an appropriate remedy for the breach

11.7. Survival the provisions of this clause shall expressly survive for
[]

12. Assignment

Company2 may not transfer or assign this agreement or Company2's rights or

13. Attorneys' Fees

In the event any litigation suit, action, arbitration, or other similar proceeding is brought by any party

14. Entire Understanding

This agreement contains the entire understanding between and

15. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labour stoppage, war or military

16. Amendments

This agreement shall not be

17. Dispute Resolution

In the event of a dispute arising out of or in connection with the terms of this agreement, then the parties

, 1996 .

18. Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of

19. Waiver

No waiver of any breach of any provision of

Agreed and accepted:

[Company1 name] []

By

Name: :

Title: :

Schedule A

Websites / Keywords

Column 1 Company1 Websites:	Column 2 Keywords:
	First Keyword: Second Keyword: Third Keyword:
	First Keyword: Second Keyword: Third Keyword:
	First Keyword: Second Keyword: Third Keyword:
	First Keyword: Second Keyword: Third Keyword:
	First Keyword: Second Keyword: Third Keyword:
	First Keyword: Second Keyword: Third Keyword:
	First Keyword: Second Keyword: Third Keyword:

Schedule B

Search Engines:

1. Google, located at www.google.com
2. Yahoo, located at www.yahoo.com
3. All The Web, located at www.alltheweb.com
4. Alta Vista, located at www.altavista.com
5. Lycos, located at www.lycos.com
6. AOL Search, located at www.aol.com
7. Webcrawler Search, located at www.webcrawler.com
8. Ask Jeeves, located at www.askjeeves.com
9. Teoma, located at www.teoma.com

Schedule C

Search Engine Optimization

Column 1	Column 2		
Time Frame:	First Keyword:	Second Keyword:	Third Keyword:
Three [3] Months	Top 100	Top 100	Top 100
Six [6] Months	Top 50	Top 50	Top 50
Nine [9] Months	Top 20	Top 30	Top 30
Twelve [12] Months	Top 10	Top 20	Top 20
After One [1] Year	Top 10	Top 20	Top 20

Explanatory notes:

Website terms and conditions: SEO consultancy

General notes:

1. The document has been marked in blue at all points where you may need to insert,
2. You can use this document for any websites and increase or change the number of search engines that we have listed. The details that we
3. There are not much of legal implications that govern the drafting of the agreement of this nature. The only important issue is that the agreement must cover all aspects of
4. Our document covers, well, almost all the aspects

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

- 2 It is most relevant that the provider assures itself about the readiness and status of the websites to employ search engine optimization strategy.
- 3 Ensuring written report as a condition of the agreement helps the client to track the development of the project along time.
- 5 Defining monetary arrangements correctly with payment schedules and prices makes it easy to do business; We have placed commission as an option alongside fees for the provider, in case that is not part of your contemplated arrangement, you can remove that from the agreement before it is executed.
- 6 These terms are quite flexible and the user can alter the same in line with the agreed arrangement. Whatever is agreed about termination, it needs to be specific. If there is any dispute, when and how the agreement is terminated may be very important.

- 10 The main purpose of this paragraph is to prevent the provider from accepting other similar assignments.
- 17 Mediation can save money, time and stress hence always attempt at alternate dispute resolution as the best option to resolve a dispute.

End of notes