

# **SEO Agreement**

**For the purpose of this SEO Agreement, 'Service Provider' refers to Mapleweb Creative Marketing**

## **Confidentiality**

The Service Provider (Mapleweb Creative Marketing) understands that during the course of the Service Agreement with the Client, it may receive, acquire or become aware of information from or related to the Client, which is of the nature of a trade secret, internal information or otherwise privileged or confidential in character, which information is unavailable to members of the general public or otherwise specifically designated by the Client as privileged and confidential except for information of which the Service Provider was aware prior to undertaking the task for the Client.

The Service Provider undertakes to keep such information confidential and to not disclose any such information to third parties, except, and only to the extent necessary, as may be required to carry out the Service Provider's duties to the Client, or as otherwise may be authorized by the Client or required by law.

The Service Provider undertakes to take reasonable safety measures over such information, and to ensure, as much as reasonably possible that such information is not vulnerable to intrusions or apprehension by unauthorized third parties.

The Service Provider, for its own record-keeping purposes, must gather and collect certain personal information about the Client, including, without being limited to, telephone and facsimile numbers, e-mail addresses, physical or mailing addresses, other contact information and information to facilitate rendering and payment of invoices. The Service Provider undertakes to respect the privacy of the Client in this regard, and to not disclose such information to third parties without the express consent of the Client, unless compelled to do so by law.

By providing an e-mail address, the Client agrees to communication with the Service Provider by such means, including with respect to the transmission of information, documents or other records pursuant to the Service Agreement, and further acknowledges that the Service Provider makes full use of the internet in its work. The Client recognizes and accepts the security risks inherent in the use of the internet, including as a means of communication, and waives any claim against the Service Provider with respect to any breach of confidentiality or security, or any infection or consequential damage in any form, by or related to computer viruses that may occur through such use.

Upon request, and subject to there being no outstanding amounts owing by the Client to the Service Provider, the Service Provider will return client-provided information to the Client, either electronically or in hard-copy form.

### **Services Provided to the Client**

The Service Provider shall not be obliged to accept, commence or continue work on any task until:

- it has in its possession an accepted Service Agreement signed by the Client;
- it has in its possession any deposits, retainers or other sums on account of services, which may be required by the Service Provider;
- it has in its possession sufficient information or other resources to be supplied by the Client, as may be required for completion of the task at hand.

The Service Provider shall not be obliged to deliver any interim or finished task product until it has received payment in full for services performed to date for the Client.

Any material that results from the work of the Service Provider shall be and remain the property of the Client, but the Service Provider may retain copies of such work, in any form that may be required, for internal record-keeping and reference, or for use in a portfolio, provided that every care is taken for the safety of confidential information pursuant to the terms of the Service Agreement.

The Service Provider has no license or other right to use any trade mark, trade name, copyright, patent or other intellectual property of the Client, except, and only to the extent necessary, as may be required in pursuance of the Service Provider's duties and contractual obligations to the Client.

The Service Provider, as a matter of normal business practice, may hire or retain outside experts or service specialists to complete the task required by the Client.

Any typographical or formatting errors on behalf of the Service Provider, or work performed in a manner contrary to the Client's prior instructions, as appearing in the finished product, shall be corrected without charge for fees to the Client, if such errors are brought to the attention of the Service Provider within two weeks from delivery of the finished product to the Client.

Any errors caused by an act or omission of the Client shall be corrected subject to regular billing rates for fees and disbursements.

### **Search Engine Optimization and Internet Marketing**

Due to highly variable nature of search engine algorithms as well as the Internet in general, a web page's search engine rank or position will not be guaranteed nor will a

guarantee of such be implied or construed to be existent at any time prior, during, or after the life of the Service Contract.

The provision of SEO services (including but not limited to keyword research and analysis, linking campaigns, HTML editing, copy editing) is based upon the site as-is at the time services are begun. Modifications independently made to pages by the Client which can substantially affect and alter optimization of and rankings for the site pages, without timely notification to the Service Provider, may result in duplication of work by the Service Provider. Such altered pages will, therefore, no longer be considered part of the original agreement, and may be billed separately in order for work to continue on the altered pages.

## **Billing**

Any amounts owing from the Client to the Service Provider (including monthly fee), that remain outstanding in excess of 15 days after the date of invoice shall bear a penalty of 2.0 % of the amount of such invoice (exclusive of taxes).

Charge backs: All deposits, retainers and other payments made by Client to Service Provider for products and/or services are non-refundable unless pre-authorized by Service Provider in writing. Charge backs on credit cards or through Paypal.com is not a refund solution and will by no means be an acceptable option for instant resolution of a dispute by the Client. This includes Client charge backs through Paypal.com, 2Checkout.com and InternetSecure.com merchant accounts. All charge backs will be sent to the account holders' credit card company with proof of service's and signed contract herein. Client will be charged a minimum amount of \$100.00 for filing a fraudulent charge back representing Service Provider's administration charge for handling the charge back.

Any invoices may be delivered to the Client by way of hard copy or electronic means, at the discretion of the Service Provider.

## **Miscellaneous**

The nature of the relationship between the Service Provider and the Client shall be that of independent contractor and client, and shall not be deemed or construed to be a partnership, joint venture, association, principal and agent, employer and employee or other designation that would imply a proprietary right or interest of either Party in affairs of the other or a state of labor relations.

The Service Provider shall not be liable:

- to the Client for any loss or damages with respect to the manner, extent or degree to which the material, information or opinions produced pursuant to the Service Agreement, are used or relied upon by the Client. Any decision to use or rely on

the material, information and opinions is the Client's alone, and the Service Provider bears no responsibility for the degree of effectiveness or other consequences that may arise from such use or reliance. Without limiting the generality of this clause, the Client shall be fully and exclusively responsible for proof-reading any materials produced pursuant to the Service Agreement, as well as ensuring the accuracy or suitability of the materials, information or opinions, in any given situation;

- to any other person or entity for any claim for loss or damages with respect to any use or reliance by any third party of the material, information or opinions produced pursuant to the Service Agreement, and the Client shall indemnify and save harmless the Service Provider to the full extent of any such liability that may be found, including the Service Provider's legal fees and disbursements;
- to the Client or any other person for any loss or damages that may have been caused by any failure or inability of the Service Provider to perform, continue or complete any service or other obligation pursuant to the Service Agreement, if such failure or inability arose as a result of or in relation to any cause that was outside the control of the Service Provider, and could not have been avoided by the exercise of due care, and the Client shall indemnify and save harmless the Service Provider to the full extent of any such liability that may be found, including the Service Provider's legal fees and disbursements.

If the Client, within a reasonable period of time, fails to deliver any information or other resources required for completion of the task, or fails to deliver any deposit required by the Service Provider, then the Service Provider, in its sole discretion, may deem such failure to be a cancellation of the Service Agreement by the Client.

The Service Provider may amend any clause of the Service Agreement or its billing rates and practices by delivering 30 days written notice (i.e. email) of the same to the Client. If the Client does not terminate this Agreement subsequent to such notice, the Client shall be deemed to have accepted such amendments. This Agreement is not transferable by either Party without the express written consent of both Parties. This Agreement shall be governed in accordance with the laws of the Province of British Columbia, Canada.

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The Service Provider shall have no other obligation or liability to the Client, save and except as it may be contained in the Service Agreement or another written memorandum of agreement between the Parties, which specifically contemplates attachment to and incorporation into the Service Agreement.