

SEO Reseller Agreement

"Company" – Web Marketing Experts

"SEO Reseller" – www.inhale.com.au

1. "Company" agrees to provide Search Engine Optimisation (hereinafter referred to as "SEO") services to the clients/contacts of the "SEO Reseller".
2. "SEO Reseller" agrees to pay a set fee stated by the "Company". Fee must be received prior to the start of any services provided.
3. For the purposes of providing these services, the "SEO Resellers" clients agree to provide:
 - Give "Company" FTP access to the main site for uploading, title tags, meta tags, and making changes for the purpose of optimisation. Unless agreed otherwise.
4. Selected search engines may include: Rates vary depending on region targeted & keyword competitiveness.
 - Google.com.au
 - Bing Australia
 - Yahoo Australia
5. All SEO services offered by the "SEO Reseller" must be performed by the "Company" for a nominated fee set by the "Company".
6. All SEO clients introduced to the "Company" by the "SEO Reseller" will remain clients of the "SEO Reseller".
7. "SEO Reseller" acknowledges the following with respect to services:
 - a. If work is delayed through no fault of the Company, no refund or compensation will be offered.
 - b. The Company has no control over the policies of the Search Engines with respect to the type of sites and/or content that they accept now or in the future.
 - c. Due to the competitiveness of some keywords/key phrases, ongoing changes in search engine ranking algorithms and other competitive factors, the Company guarantees to rank at least 50% of the "SEO Resellers" clients Key Phrases on page 1 of Google.com.au within 6 months of their SEO campaign start date. The "SEO Reseller" agrees and acknowledges that it shall not be entitled to any refund for the Fee or the Monthly Fee or any other compensation if the Target is not met.
 - d. The "SEO Reseller" acknowledges that the Company makes no warranty that search engine optimisation will generate any increase in sales, business activity, profits or any other form of improvement for Clients of the "SEO Reseller".
 - e. The guarantee above does not apply in the following circumstances:
 - i. If changes are made to the Website by other parties that adversely affect the search engine rankings of the Website (as determined by the Company);
 - or
 - ii. If the Website is offline due to a reason not caused by the Company; or
 - iii. If the Company's onsite SEO work is removed or overwritten by the client of the SEO Reseller or any other third party.
8. Total term is a minimum 6 months for every new client the "SEO Reseller" signs on. If the "SEO Resellers" client wishes to extend their 6 month term, the "Company" must be the SEO provider. If the "SEO Reseller" wishes to terminate the agreement prior to 6 months, the total amount of all their client campaigns must be paid in full to the "Company".
9. Obligations of the "Company" & "SEO Reseller".

Company:

 1. Perform all SEO services to achieve guarantee.
 2. Produce monthly ranking reports
 3. Ongoing account management to the "SEO Reseller"

SEO Reseller

 1. Consult the "Company" before quoting SEO rates. Highly competitive keywords & locations will require higher rates.
 2. Develop a keyword list with the assistance of the "Company".
 3. Sign on the client and ensure all paperwork is in place.
10. "Company" is not responsible for "SEO Reseller" clients overwriting the "Company" SEO work. For example, "SEO Resellers" client webmaster makes changes and uploads over work already provided. In this situation, the guarantee becomes void.
11. There are no refunds available on services provided by the Company.
12. No liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision of the Services or any other act or default on the part of the Company or of any servant, agent or contractor of the Company in relation to this agreement and the Services unless the same occurs because of the negligence of the Company, its servants, agents or contractors in which case liability is limited to resupplying the Services again or a refund of the fees paid by the SEO Reseller in the previous 12 months as elected by the Company. Nothing in this agreement is intended to limit or exclude any liability on the part of the Company where and to the extent that applicable law prohibits such exclusion or limitation.
13. Payments are to be made monthly by Direct Debit or quarterly bank transfer if preferred.
14. Cancellations of any SEO services must be made in writing by mail, fax or email. Please send to Web Marketing Experts, GPO Box 69, Melbourne 3001, Victoria, Australia.
15. This agreement is subject to the jurisdiction of the State of Victoria, Australia and the parties irrevocably submit to the jurisdiction of the courts of the State of Victoria.

SEO Reseller Signatory

Date:

15/2/2011

Name:

Wayne Lawson

Company:

Inhale