

## **Web Design / Search Engine Optimisation / Traffic page**

### **Product Terms:**

- 1.** You agree that WebXperts may from time to time during the Service Period, propose changes to any website owned or operated by you in respect of which the Services are being provided ("Your Web Site"), including, without limitation, to suggest adjustments to Your Web Site in the event that search engine algorithms change, and which WebXperts considers might assist you in improving the ranking of Your Web Site (each an "Optimisation Change", collectively, "Optimisation Changes").
- 2.** You hereby authorise WebXperts to develop a link exchange program (If needed) whereby links to and from Your Web Site, and other websites and/or industry guides and/or directories, are established, and you hereby appoint WebXperts as your agent for this purpose. WebXperts agrees to use all reasonable commercial endeavours to ensure that WebXperts does not insert links to and from Your Web Site to or from obscene, defamatory or sexually explicit websites and/or industry guides and/or directories.
- 3.** WebXperts agrees that it will not, and will not recommend that you, cloak any pages or hide same colour content on same colour background or otherwise knowingly use spam methods in an attempt to improve the ranking of Your Web Site in connection with the provision of the Services.
- 4.** The following paragraphs 5, 6, and 7 will only apply if the Proposal includes implementation by WebXperts. If the Proposal does not include implementation by WebXperts, WebXperts agrees to provide you with a Report/s (as defined in paragraph 8 below) and Optimisation Change recommendations in writing in accordance with your Proposal.
- 5.** If you agree to provide WebXperts with FTP (file transfer protocol) access ("FTP Access") to Your Web Site, WebXperts agrees not to make any Optimisation Changes to Your Web Site, without your prior written consent to such Optimisation Changes.
- 6.** In addition to paragraph 3, if you agree to provide WebXperts with FTP Access to Your Web Site (but not otherwise), you expressly grant to WebXperts a licence to cache the file and content of Your Web Site, including data and content supplied by you and/or third parties, whether or not Your Web Site is hosted by WebXperts Supplier. You agree that you shall be responsible for obtaining any agreements and/or consents required of any third party in connection with the grant of this licence to WebXperts. You also agree that any such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.
- 7.** In the event that you do not agree to provide WebXperts with FTP Access, WebXperts agrees that any Optimisation Changes will be provided by WebXperts to you in writing.
- 8.** If WebXperts has built or builds you/ your company a Website you may not be entitled to move that site from WebXperts or gain FTP access / Control panel access as WebXperts uses shared services across different clients.
- 9.** Payments are due on the 20<sup>th</sup> of the following month / unless stated otherwise.
- 10.** All fees are non-refundable and payable in advance.
- 11.** WebXperts services have a minimum service period of 12 - 24 months from the Commencement Date.
- 12.** If you wish to cancel a service you need to give at least 60 days notice plus pay any outstanding invoices to the end of term.
- 13.** These Terms and Conditions may be subject to change at any given time.