



## Terms & Conditions

The Xpress Web Marketing Search Engine Optimization (SEO) Advertising Program Terms are hereunder. The customer accepts the Terms and conditions (hereunder), attached to any document that refers or accept these terms electronically, by signing them. These Terms and Conditions regulate Search Engine Optimization campaign(s) proposed by Xpress Web Marketing (hereunder), in the scope of this document, described in your Search Engine Marketing Campaign, executed by and between Xpress Web Marketing and Customer. All parties hereby agree and acknowledge:

### 1. Policies.

Campaign use is subject to all applicable Xpress Web Marketing ad specification requirements and policies. Policies may be modified any time. Customer shall direct communication only to Xpress Web Marketing regarding Customer's Internet Advertising Campaign outlined on [www.xpresswebmarketing.com](http://www.xpresswebmarketing.com) website by fax or email to [info@xpresswebmarketing.com](mailto:info@xpresswebmarketing.com). Xpress Web Marketing reserves the rights to modify ad description and wording to comply with any Policies related to Search Engine Optimization (SEO) Advertising.

### 2. The Campaign.

Xpress Web Marketing will create Customer's Local Business Listing in the contracted search engines as well as optimize and promote Customer's website through Internet Search Engines and/or Social bookmarks and/or Web directories and/or Link Building Services and/or Article/Blogs Distribution (as states in the contract). Xpress Web Marketing may take up to thirty (30) calendar days from the payment date to process the data entry and to activate contracted service for the client.

For activation of Local Business Listings, Customer must supply Xpress Web Marketing with activation code received in the mail or by phone in order to activate the listing (search engine specific). Xpress Web Marketing reserves the right to refuse Local Business Listing creation with specific keyword within first thirty (30) days after activation due to inability to fulfill Local Business Listing due to reasons unrelated to Xpress Web Marketing. Xpress Web Marketing may substitute the keywords to generally accepted keywords or by modifying spelling to fulfill the contractual obligation under Local Business Listings and SEO Package. The Local Business Listings will only be advertised in a single geographical area and placed according to Customer's specific industry. Local Business Listing Advertising in additional geographical areas can be created under a new Advertising Package.

Xpress Web Marketing is not responsible for accuracy of information provided by the customer. Xpress Web Marketing does not guarantee the appearance on the ad outside the country of the advertised geographical location, due to language and regional settings. Xpress Web Marketing does not guarantee specific position(s) of the Customer's website in the search engines, but doing all reasonable and legitimate effort to move Customer's Local Business Listing and website to the highest position possible in the Search Engine Results. Images and Video content supplied are not guaranteed to appear due to possibility of technical issues unrelated to Xpress Web Marketing. Xpress Web Marketing does not guarantee appearance of the ad, if URL supplied by customer is not in working condition, as it will be automatically filtered out by the search engine.

#### 2.a SEO TERMS

Research & Development will start immediately. Initial website analysis; activation report will be sent after receiving the Keyphrases Acknowledgment & Valid Website Access. In case of any Alteration in Onsite by Customer and Google Update, the results and the time frame wouldn't be ensured. For selected search engine optimization package, the activation of account will be considered after

receiving Valid Access of website and City Modified Keyphrases analyzed by Xpress Web Marketing specialists and approved by the customer.

On-Site SEO services can be performed only by Xpress Web Marketing, after customer provides valid website access and keyphrases acknowledgment, absence of correct website login information, will result in inability or delay in performing the services. Xpress Web Marketing will add additional pages/content on customer's existing website, if required. If Xpress Web Marketing is unable to perform the services due to customer's failure to provide website access or unable to make required changes on the website, no refunds will be issued. In case customer is unable to share the information due to confidentiality, customer shall make the required changes on the website; robot.txt, XML Sitemap and Google Analytics will be customer's responsibility to configure.

Optimization and Marketing services are provided on a best-efforts basis due to the dynamic and unpredictable nature of the World Wide Web. In no event, shall Xpress Web Marketing be held liable for any consequential, indirect, incidental, punitive, or special damages including, without limitation, damages for loss of business profits, business interruption, or loss of business information arising out of these Terms and Conditions or out of the actions of third parties in connection with this Agreement, even if customer has been advised of the possibility of such damages.

Xpress Web Marketing does not guarantee improvement in customer's sales or relevant website traffic. Such will still depend on the demand for customer's product or service, design and layout of the site, and many other factors beyond the control of Xpress Web Marketing. Xpress Web Marketing obligations provided herein are based on the SEO provision of services as contemplate herein.

Website Submission services do not guarantee inclusion of customers website in the submission results due to difference in search engine performance regulations and search algorithms. Directory submission services do not guarantee acceptance to the directory for various reasons not related to Xpress Web Marketing. Reports for campaign development are available upon request or if otherwise mutually agreed by Xpress Web Marketing and customer. Any website downtime of one day or more voids the services because search engines will remove customer's listing if site is temporarily down.

Duplication of content will void the services. Search engines ban and penalize the website for such practice. Customer must provide with the fresh and unique content, Xpress Web Marketing may provide the content extra charges will apply.

Transferring of the optimized pages to another domain/landing page will void the services because optimization work would be made for the exact URL address i.e. 301 transfer, changing domain name of the website or removing the optimized pages will badly.

Customer's selection of keyword phrases that are too competitive may void the services. Redirecting the optimized domain to another one will void the services because search engines regard using 301- redirect as spam. Customer shall not remove the link to sitemap, the sitemap, and optimized pages. Doing so will also void the services because if these pages are not viewable, website pages will not be crawled by the search engine spiders.

Xpress Web Marketing delivers majority of the services listed in SEMC within one month (30 days) from the service activation date. Due to the search engine specific rules for website indexing and actions Xpress Web Marketing takes to promote customers websites, customer should expect changes in incoming traffic volume and quality 3 months (90 days) after effective activation date.

Video Distribution will be only completed if a video is provided by the client. Xpress Web Marketing is not responsible for video creation or video editing of any kind.

Customer grants Xpress Web Marketing permission to utilize an automated software programs to retrieve and analyze websites associated with the Campaign for ad quality and serving purposes. Xpress Web Marketing may reject or terminate any Campaign at any time for Customer's failure to provide payment.

## **Google Submission Requirement**

Customer must provide Xpress Web Marketing with Unique Phone Number & Unique Physical Address, where there are multiple geographical locations, additional phone number and address per location must be provided by customer for submission. Customer shall also provide with Business Recognition and Registrations, Business Certificates and Achievements, Business Payment Methods, Business Photos & Galleries, Business Videos, Business Coupons & Promotions. Xpress Web Marketing is not responsible for accuracy of information provided by the customer.

## **Activation Requirement**

Activation of Google Map Listings will start after receiving the collected Pin Number(s) by customer, sent by Google on provided Address(s) or Phone Number(s). In case of any Customer request to modify provided Address(s) or Phone number(s) after activation, the achieved results will be automatically removed from Map Listings and may also leads to Account Suspension or Review ale by Google, Services Agreement will be renewed for the modification of Address(s) or Phone Number(s) and it will take additional 30-90 days for Ranking Improvement on Google Map Listings.

### **3. Renewal.**

Search Engine Marketing Campaign is subject to automatic renewal under same terms and conditions as specified in original agreement for the same duration as specified in original contract, Payment information specified in the contract will be used for purpose of payment for renewal and subject to Section 8 of these Xpress Web Marketing Advertising Terms.

### **4. Cancellation.**

Within first 24 hours from the moment payment is received, customer may cancel the Contract without cause in writing by email to [clientcare@xpresswebmarketing.com](mailto:clientcare@xpresswebmarketing.com) or fax 1888-370-4971 Customer will be entitled for a full refund. Customer that wishes to cancel after first 24 hours from payment will not be entitled to any refund.

In event that customer wishes to cancel any time beyond first 24 hours, they may do so by sending cancellation request in writing to Customer Care by fax to 1888-370-4971 or via email to [clientcare@xpresswebmarketing.com](mailto:clientcare@xpresswebmarketing.com). Monthly fees will be charged for all completed months, all incomplete month will be rounded up to the next complete month, and the services will be provided in full for all paid months unless requested by client. The request to stop services before the completion of prepaid months does not qualify in any additional refunds.

**If customers cancel the contract at any time with in the duration of the contract, there will be no REFUND. Xpress Web Marketing provide Maximum Exposure on 1st Page, There is no Money Back Guarantee.**

If client is unable to provide us the valid access. Cancellation charges will apply. Client must pay the cancelation fee, no matter his last month payment has been charged.

**Client may cancel the contract by paying a cancellation fee of \$300 for Basic/Executive package and \$500 for Corporate/Platinum/Customized packages.**

Cancellation fee must be paid 7days prior to due month payment or client has to pay full month payment as well.

**Cancellation on accounts where services were rendered.**

Client may cancel the contract, but he/she is liable to pay the payable amount of the contract in full. Cancellation fee will be the full payable amount of the contract.

At any time Xpress Web Marketing may modify the Campaign and/or its Terms, including change in the price initially charged by Xpress Web Marketing for the Campaign by giving the Customer a one-week notice (hereinafter, the Notice of Change) with no liability to Xpress Web Marketing, its partners, appointees or affiliates. Should the Customer choose to continue with the Campaign at the end of the one-week period since the Notice of Change was delivered to the Customer, it is understood by the parties to this agreement that the Customer has accepted the Change to the Terms and accepted such changes.

### **5. Prohibited Uses; License Grant; Representations and Warranties.**

Customer shall not advertise personally and shall not authorize any party to advertise anything illegal or engage in any illegal or fraudulent business practice. Customer represents and warrants that it holds and hereby grants Xpress Web Marketing all rights (including without limitation any copyright, trademark, patent, publicity or other rights) in formulating the keywords and advertisement needed for Xpress Web Marketing to operate Internet's advertising campaigns for Customer in connection with this Agreement.

Customer represents and warrants that all Customer information is complete, correct and current; and Customer's Services or product will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights, including, without limitation, intellectual property rights. Violation of the foregoing may result in immediate termination of this Agreement or customer's account without notice and may subject Customer to legal penalties and consequences.

### **6. Disclaimer and Limitation of Liability.**

To the fullest extent permitted by law, XPRESS WEB MARKETING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER AND CUSTOMER'S BREACHES OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OR INTERRUPTION TO CUSTOMER'S BUSINESS, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN

IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO XPRESS WEB MARKETING BY CUSTOMER FOR THE AGREEMENT GIVING RISE TO THE CLAIM. Except for payment obligations, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including but not limited to acts of God, government, terrorism, natural disaster, labor conditions and power failures OR Any changes made by Google in the algorithm which might effect the placement of the website on the first page. The parties agree that this is a continuing indemnity which shall remain in full force until it is terminated

## **7. Agency.**

Customer represents and warrants that it is authorized to act on behalf of and has bound to this Agreement any third party for which Customer advertises.

## **8. Payment.**

Customer shall be responsible for all charges up to the amount of Search Engine Marketing Campaign, or as set in the contract, and shall pay all charges in U.S. or Canadian Dollars equivalent to USD with current market exchange rate for the day of payment, unless otherwise specified on the Search Engine Marketing Campaign. In case of declined/missing payment, all work on customer's account will be temporary suspended and customer must provide alternative payment within 7 days of the email notification. If payment is not provided within 7 days, the account will be cancelled and Xpress Web Marketing reserves the right to revert the customer's website to pre contract state and cancel or suspend all listings. Xpress Web Marketing reserves the right to a legal action against the Customer for any outstanding balances. Customer is responsible for paying all taxes, government charges, and reasonable expenses and attorneys fees Xpress Web Marketing incurs collecting outstanding amounts.

To the fullest extent permitted by law, Customer waives all claims relating to charges unless claimed within 30 days after the charge. Charges are solely based on Xpress Web Marketing's measurements for the applicable Campaign, unless otherwise agreed to in writing. Customer acknowledges and agrees that any credit card and related billing and payment information that Customer provides to Xpress Web Marketing may be shared by Xpress Web Marketing with companies who work on Xpress Web Marketing's behalf, such as payment processors and/or sales agents, solely for the purposes of effecting payment to Xpress Web Marketing and servicing Customer's account. Xpress Web Marketing may also provide information in response to all valid legal processes, or to establish or exercise its legal rights or defend against legal claims. Xpress Web Marketing shall not be liable for any use or disclosure of such information by such third parties.

## **9. Indemnification.**

Customer also agrees and covenants to indemnify and save Xpress Web Marketing harmless from and against any and all third party claims, demands, actions and causes of action which may be made or brought against Xpress Web Marketing or the Customer or both in respect of SEMC or breach thereof, as well as Campaign conducted by Xpress Web Marketing, and from and against all damages, loss, cost, including legal costs on a solicitor and client basis, liability or expenses which the Customer may suffer or incur as a result of or in respect of the Campaign.

## **10. Miscellaneous.**

The Agreement is governed by laws of Ontario, Canada. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other applicable agreements, terms and conditions applicable to the subject matter hereof. Any conflicting or additional terms contained in additional documents (e.g. reference to a purchase order number) or oral discussions are void. Each party shall not disclose the terms or conditions of these Terms to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation. Customer may grant approvals, permissions, extensions and consents by email. Any notices to Xpress Web Marketing must be sent to [clientcare@xpresswebmarketing.com](mailto:clientcare@xpresswebmarketing.com) with read receipt confirmation.

Notice to Customer may be effected by sending email to the email address specified in Customer's account, and is deemed received when sent. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the SEMC will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void.

