## SEO Package

Please check that these details, including your website address and the SEO package you have elected to undertake, are correct.

|  |  |
| --- | --- |
| Business |  |
| Website | http://www. |
| Package | SEO Local Starter |
| Monthly Payment | $ |
| Minimum Term | 6 Months |
|  |  |

## Login Details

Please supply the login details to access the back end of your website. If you don’t have a CMS or shopping cart, just leave those fields empty.

|  |  |
| --- | --- |
| FTP Server | ftp. |
| Username |  |
| Password |  |
|  |  |
| CMS / Shopping Cart | www. |
| Username |  |
| Password |  |

## Keywords

These are the keywords that we will be optimising the website to rank organically for.

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Keyword example  Keyword example  Keyword example  Keyword example | 2 | Keyword example  Keyword example  Keyword example  Keyword example |
| 3 |  | 4 |  |
| 5 |  | 6 |  |
| 7 |  | 8 |  |

## Terms & Conditions

|  |  |
| --- | --- |
| Print Full Name |  |
| Position |  |
| Sign |  |
| Date |  |

By signing this document, I acknowledge that I am authorised to represent the above company and I agree to and understand the specifications, terms, and conditions of the search engine optimisation service outlined in this agreement.

Please sign & return this document via fax to SponsoredLinX on **(07) 3892 7022** to get started.

**SponsoredLinX Terms and Conditions**

**1. The Service**

These Terms & Conditions govern your use of SponsoredLinX (the "Service"), an Internet marketing setup and subscription service operated by BJB Global Pty Limited, ("BJB Global") that provides users with access to a Website marketing and hosting service and/or Search Engine Marketing services (SEO) Search Engine Optimisation (SponsoredLinX). SEO (SponsoredLinX) is provided to you by BJB Global on an "AS IS", "AS AVAILABLE" basis subject to the provisions contained herein for your personal or business use only. Any other use or attempt to use SponsoredLinX for other purposes, directly or indirectly, by you or by a third party is prohibited.  
  
Unless explicitly stated otherwise, any new features that augment or enhance the current service shall be subject to these Terms and Conditions of Service. The Service consists of engine marketing services/search engine optimisation. Your participation in the Service is conditional upon your acceptance of these stated terms and conditions. Please read the following terms and conditions. Your acceptance of these terms and conditions is indicated by your payment for the services.

SponsoredLinX reserves the right, at its discretion, to change or modify all or any part of these Terms and Conditions at any time. Such changes or modifications shall be effective immediately upon notice published on the www.sponsoredlinx.com.au site, your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by SponsoredLinX as permitted above. If at any time these Terms and Conditions are no longer acceptable to you, you should immediately terminate your subscription to the Service in writing.

**2. Registration**

* 1. You must provide accurate, complete, and current registration information and you agree to provide SponsoredLinX with an update of that information promptly should changes occur.
  2. Subscriptions to the Service are available only to individuals who are at least 18 years of age or to incorporated businesses or sole traders or partnerships or trusts or associations owned or operated by individuals who are at least 18 years of age. Your right to use the Service cannot be transferred to any other person or any other entity.
  3. SponsoredLinX may change at any time Key-Words used in a Search Engine Marketing/Search Engine Optimisation campaign at any time without giving you notice. SponsoredLinX may terminate, at its own discretion, any registration, including without limitation any or all related information, communications, postings, Web pages, Websites or services, at any time, without notice, for any reason or no reason, including without limitation for conduct that violates local, state or federal laws or regulations or these Terms of Service, or material that SponsoredLinX, at its sole discretion believes is harmful to others, the business of SponsoredLinX or other third party information or service providers. You acknowledge that the Service contains information, software, photographs, graphics, keywords and other material (collectively, the "Content") that is protected by copyright, trademark or other proprietary rights of SponsoredLinX or third parties. All Content on the Service is copyrighted as a collective work of SponsoredLinX pursuant to applicable copyright law.
  4. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. The Content is intended for the use of the registered subscribers of the Service. You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Content, in whole or in part, except as otherwise expressly permitted in these terms and conditions. Content consisting of downloadable software may not be reverse engineered unless specifically authorised by the owner of the software's patent and/or copyright. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any Content is permitted without the express permission of SponsoredLinX or the owners of such Content or their authorised persons.
  5. You assume all risk and responsibility for determining whether any Content is in the public domain, regardless of any notices which may be posted on such Content. You grant to SponsoredLinX the right to edit, copy, publish, distribute, translate and otherwise use any Content that you place on the Service, in any medium. You represent and warrant that you are authorised to grant all rights set forth in the preceding sentence. Any information supplied by you upon registration for the Service and certain other information which SponsoredLinX may collect is subject to SponsoredLinX's privacy policy. For more information, you can review SponsoredLinX's privacy policy at[www.sponsoredlinx.com.au](http:// www.sponsoredlinx.com.au).

**3. Information Posted on SponsoredLinX**

* 1. By transmitting, uploading, posting or submitting any content to SponsoredLinX you declare such Information is not confidential, secret or proprietary information; warrant that no other party has rights to the Information and that your transmission, posting, uploading or submission of the Information to SponsoredLinX does not violate any copyright or other laws; and irrevocably grant SponsoredLinX, a worldwide, royalty free, non-exclusive perpetual, worldwide license to use, display, perform, distribute, modify, reproduce and publish the content in any form anywhere. You must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any information available on or through SponsoredLinX.

3.2 SponsoredLinX shall not be obligated to actively monitor, review, or otherwise control in any manner, the content users post, upload or transmit through SponsoredLinX. However, SponsoredLinX reserves the right but not the obligation, in its sole discretion, to refuse or remove any Information available on or through SponsoredLinX. Without limiting the foregoing, SponsoredLinX shall have the right to remove any Information that violates these Terms and Conditions of Service or is otherwise objectionable in SponsoredLinX's sole opinion. The information on SponsoredLinX may include inappropriate material. By entering or using SponsoredLinX you undertake full responsibility to:

* + determine whether the information complies with your needs
  + determine whether you have adequate legal rights to store, reproduce or otherwise use the information in any manner contemplated by you and
  + comply with any legal obligations, including without limitation obligations imposed by copyright, trade secret, defamation, indecency, online conduct and acceptable content, privacy and export laws. If you do not agree to these Terms and Conditions, do not enter or use SponsoredLinX.

**4. User Conduct**

* You, as a user of the Service, understand that all information contained in your content, whether publicly posted or privately transmitted, are the sole responsibility of the user generating the same. This means that you are responsible and may be held legally liable for all Information that you upload, post or otherwise transmit via SponsoredLinX.

**6. Fees and Payments**

* You agree to pay all fees and charges incurred by you or any third party using your Service account (whether or not authorised by you) at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to applicable taxes, and charges for any products or services offered for sale through the Service by SponsoredLinX or by any third party.
* The setup must be paid in full to SponsoredLinX before any work on your Service, Search Engine Marketing / Search Engine Optimisation will begin.
* Your right to use the Service is subject to any limits established by your credit card company if billing is through a credit card. You shall be responsible for obtaining all telephone, telephone access lines, computer equipment and other products or services necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service (e.g. charges imposed by an Internet access provider, or your local telephone company). Ongoing hosting and Search Engine Marketing / Search Engine Optimisation fees will continue automatically, at the end of your subscription until such time as we receive a cancellation request in accordance with our Cancellations Policy.
* SponsoredLinX "SponsoredLinX shall provide you with a Search Engine Optimisation Service whilst this agreement is in effect.
* **\*Ranking Guarantee:** If SponsoredLinX is unable to get the above site on the first page (Page 1) of search results on either Google, Yahoo or Nine MSN for one of the above selected keywords within 6 months, we will continue to optimise your site until it does. This is subject to been able to effectively performing SEO via having FTP details to the supplied site, and no changes to the site be made during the SEO agreement.
* All monthly payments for the minimum 12 month contract term must be paid in full upon pausing or cancelling your SEO service.
* This agreement is a minimum 12 month contract term. Ongoing Search Engine Marketing / Search Engine Optimisation fees will continue automatically, at the end of your subscription until such time as we receive a cancellation request in accordance with our Cancellations Policy.
* If your instalment payment has not been made, as per your payment terms, your account will be suspended until payment has been received and a reactivation fee of $50 will apply. If there is no payment after 90 days for an instalment, as per the payment terms, the account will be cancelled and the account will not be subject to any form of a refund. Cancelled accounts cannot be reactivated and any account history or information will not be retrievable.

**7. Cancellations Policy**

* Only SponsoredLinX may, at its sole discretion, allow you to cancel your contract.
* Notification of intent to cancel must be provided in writing to Po Box 1802, Sunnybank Hills, Qld, 4109 or by email to [customerservice@sponsoredlinx.com.au](mailto:customerservice@sponsoredlinx.com.au).
* Should SponsoredLinX approve this cancellation and the customer’s account is not yet active, a cancellation fee up to the value of the remaining contract term will apply. You are responsible for all charges incurred up to the time the account is cancelled, including all charges for the month in which cancellation became effective.
* Refunds must be approved by management and will be processed within 15 working days.
* You must to notify SponsoredLinX if you do not wish to renew your subscription/monthly management before the end of the contract. SponsoredLinX will automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files.
* SponsoredLinX reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability. SponsoredLinX may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

**8. Disclaimer of Warranties**

* You expressly agree that entering or using of SponsoredLinX is at your own risk. No warranty, representation, condition, undertaking or term - express or implied, statutory or otherwise - including but not limited to the condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose or use of SponsoredLinX is given or assumed by all such warranties, representations, conditions, undertakings and terms are hereby excluded.
* SponsoredLinX makes no warranty that SponsoredLinX will meet your requirements, or that SponsoredLinX will be uninterrupted, timely, secure, or error free; SponsoredLinX makes no representations as to the suitability of the information available on or through SponsoredLinX, including but not limited to user amended sites, for any purpose nor about its legitimacy, legality, validity, accuracy, correctness, reliability, quality, stability, completeness or currency.
* SponsoredLinX makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will generate any increase in sales, business activity, profits or any other form of improvement for your business or any other purpose.
* SponsoredLinX makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will lead to any clicks to your business or other information.
* SponsoredLinX makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will lead to consistent exposure of your business or your keywords during your subscription period (including but not limited to, the position your advertisement is placed on a search result page or the frequency and time of day that your advertisement is displayed). All such information on the user-amended sites is provided by the users.
* The information available on or through SponsoredLinX user amended sites is not reviewed, controlled or examined by SponsoredLinX in any way before it appears on SponsoredLinX.
* SponsoredLinX does not endorse, verify or otherwise certify the contents of any such information. Users are solely responsible for the contents of their websites and may be held legally liable or accountable for the contents of their websites (including without limitation in connection with infringement of intellectual property rights of any other party).
* SponsoredLinX does not warrant or guarantee: that any information available on or through SponsoredLinX will be free of infection by viruses, worms, trojan horses or anything else manifesting contaminating or destructive properties; that the information available on or through SponsoredLinX will not contain adult-oriented material, or material which some individuals may deem objectionable; or that the functions or services performed by SponsoredLinX will be uninterrupted or error-free or that defects in SponsoredLinX will be corrected. It is the sole responsibility of the user to isolate software and information, execute anti-contamination software and otherwise take steps to ensure that software or information, if contaminated or infected, will not damage user's information or system.

**9. Limitation of Liability**

* In no event shall SponsoredLinX be liable to any party for any damages, including without limitation any direct, indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, loss of profits or goodwill or loss of use of facilities or equipment), or any other damages arising - in any way, shape or form - out of the availability, use, reliance on, inability to utilise or improper use of SponsoredLinX even if SponsoredLinX shall have been advised of the possibility of such damages or is negligent, and regardless of the form of action, whether in contract, tort, or otherwise. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusions of incidental and consequential damages may not apply to you.
* In no event shall SponsoredLinX be liable to any party for any delays, inaccuracies, errors or omissions with respect to SponsoredLinX or the information or the transmission or delivery of all or any part thereof, for any damage arising there from or occasioned thereby, or for the results obtained from the use of information available on or through SponsoredLinX. You expressly agree that SponsoredLinX shall not be responsible or liable for any loss of data, nor shall SponsoredLinX be required to return any lost data, resulting from the suspension or deletion of user websites or websites, network or system outages, file corruption or any other reasons.
* SponsoredLinX urges you to maintain backup versions of your website's content to guard against losses of any kind. You expressly agree that SponsoredLinX shall not be liable for any conduct by users of SponsoredLinX and shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted, uploaded, posted or made available on or through SponsoredLinX. You expressly agree to indemnify and hold harmless SponsoredLinX, its subsidiaries, affiliates, officers, agents, co-branders and other partners, and its and their respective employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) arising from or in connection with your Information, your use of or connection to SponsoredLinX, your violation of these Terms and Conditions of Service or your violation of any rights of any third party.

**10. Debtor Policy**

* Default & Consequences Of Default
  + Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
  + If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all costs of collection.
  + Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
  + If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of $50.00 shall be levied for administration fees which sum shall become immediately due and payable.
  + In the event that:
    - any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
    - the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
* a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then
* the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
* all amounts owing to the Seller shall, whether or not due the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
* The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.

**11. Privacy**

* Privacy Act 1988
  + The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.
  + The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
    - To assess an application by Buyer;
    - To notify other credit providers of a default by the Buyer;
    - to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
    - To assess the credit worthiness of Buyer and/or Guarantor/s.
  + The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)
  + Privacy Act 1988).
  + The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:
    - provision of Services & Goods;
    - marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
    - analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/Goods;
    - processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
    - enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.
  + The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:
    - to obtain a consumer credit report about the Buyer; and or
    - allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

**12. Miscellaneous**

* 12.1 SponsoredLinX reserves the right in its sole discretion to
  + make improvements, corrections, adaptations, conversions and/or any other change in SponsoredLinX and to any part thereof and/or to revise or modify these Terms and Conditions of Service;
  + change, limit, terminate, remove or cease to provide at any time, temporarily or permanently, SponsoredLinX or any part thereof, to all users or any number thereof including without limitation the use of or access to SponsoredLinX, granted to you or to any other user, at any time, without notice, for any reason or no reason;
  + establish a new operating and usage policy for SponsoredLinX and change it at any time for any reason or no reason; and from publishing SponsoredLinX numbers or any other details of the users using SponsoredLinX , at any time.
* Conditions of Service do not grant to you or any other user any license or right in or to any patent, copyright, trademark, trade secret or other proprietary rights of SponsoredLinX.
* SponsoredLinX may revise or replace these Terms and Conditions of Service from time to time. You agree that your use of SponsoredLinX, beyond a period of 15 days after a notice of such change has been provided on the SponsoredLinX network or Website for the first time, shall constitute your consent to the new or revised SponsoredLinX Terms and Conditions of Service. Any reference made in this document to SponsoredLinX or SponsoredLinX shall be deemed to have been made to SponsoredLinX, its suppliers, co-branders and licensors and each of their subsidiaries, successors, assignees, affiliates as well as any company that controls SponsoredLinX, directly or indirectly, and any other subsidiary of that controlling company.