

**Please read these terms and conditions carefully. They govern the use of this website and provision of Jared Smith SEO's services described on this page, acceptance of which constitutes a legally binding contract. (V1.2)**

## **INTERPRETATION AND DEFINITION**

In this agreement the following terms shall have the respective meanings assigned to them: **"Agreement"** means these Terms and Conditions, Service descriptions, Terms of Use, Payment Terms and the Project Brief and any addenda. In the event of any conflict between the terms of this Agreement for the provision of Services, the details of the Project Brief shall prevail, except for payment terms where the Payment Schedule shall prevail; **"Jared Smith SEO"** means Jared Smith SEO, provider of online marketing solutions; **"Client"** means the Company that enters into an agreement with Jared Smith SEO, its employees, agents, representatives and sub-contractors, to whom the Service is provided as set out in the Project Brief; **"You"** means any visitor to the Jared Smith SEO site; **"Site"** means the Jared Smith SEO website at [www.jaredsmithseo.com.au](http://www.jaredsmithseo.com.au); **"Commencement Date"** means the date of commencement of the Services as set out on the signed Project Brief; **"Fees"** means the amounts payable by the Client for the Services provided by Jared Smith SEO as detailed in the Project Brief; **"Initial Term"** unless otherwise stated in Project Brief means either 180 days from Commencement Date for SEO contracts and 90 days from the Commencement Date for Google AdWords™ or Social Media advertising. **"Payment Terms"** means the agreed schedule of payments that the customer shall make to Jared Smith SEO for the provision of services forming part of these Terms and Conditions; **"Services"** means the services that Jared Smith SEO currently offers, details of which are on the Jared Smith SEO website and the services to be provided by Jared Smith SEO to the Client as specified in the Project Brief.

## **GENERAL**

This Agreement is by and between Jared Smith SEO, its Clients their heirs, assigns, agents and contractors and Users of Jared Smith SEO's website and is made effective as of the date of electronic execution. By accessing the Jared Smith SEO website, you acknowledge and agree that you have read, understood, acknowledged and agreed to be bound by all the terms and conditions of this Agreement.

## **PAY NOTHING TILL PAGE 1 RESULTS**

JARED SMITH SEO and the client / customer agree on five (5) of the most popular searched keywords or phrases based on their industry of their companies website home / index page. When any one of those keywords or key phrases successfully is resulted in Google (only) search engine page one result, the customer is required the first instalment of payment to be made within seven business days (7) once confirmation of page one (1) has been established by both the client / customer and Jared Smith SEO. At that immediate point then constitutes the start of the three (3) month duration of **PAY NOTHING TILL PAGE 1 RESULTS** campaign. The client or customer is then required to complete these instalments continuously for 3 months minimum thereafter. After this three month period, the Customer / Client of Jared Smith SEO can choose to opt out. After the three (3) month commitment, the client / customer does however have the option to take advantage of a \$50.00 month by month (non – contract) establishment / maintenance fee to secure their ongoing presence on Google's search engine data base. This offer is not in conjunction whatsoever with any other offer by Jared Smith SEO at that same time.

## **TERMS OF USE**

### **1. LICENSE**

1.1 By offering this site for use, Jared Smith SEO provides a worldwide, nonexclusive, nontransferable, revocable, limited license to access and make personal use of the information and services on this website, strictly subject to

and in accordance with these Terms. Jared Smith SEO reserves the right to amend or terminate this license at any time and for any reason.

1.2 Failure to comply with these Terms may result in automatic termination of this license, without prior notice. Except for the limited license set forth in these Terms, Jared Smith SEO does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary materials.

1.3 The Jared Smith SEO name and logos are registered trademarks and may not be used without our written consent. You agree that all the materials displayed on or available through this website, including without limitation any and all names, logos, data, information, graphics, underlying software, displayed on or available from this website are protected by copyright, trademark and other intellectual property laws and are available for your personal use only. In connection with viewing and using this website, you are permitted to temporarily download one copy of the materials posted on this website onto a single computer for your personal, non-commercial use only.

1.4 You must not copy, modify, alter, download, publish, broadcast, distribute, sell or transfer any such materials unless expressly provided for in these Terms or with our express written permission. All rights not expressly granted herein are reserved. Downloading of any information, content or images from this website does not transfer any right or ownership of such information, content or images to you and such information, content or images may be used solely in accordance with these Terms. All copyright and other proprietary notices contained in downloadable materials must be retained.

## **2. LINKS TO OTHER WEBSITES**

2.1 Links to other websites are provided for your convenience. Jared Smith SEO does not control these other websites and cannot be responsible for the content or accuracy of the information or other material on these websites. Unless expressly stated on this website, the provision of a link to an external website does not constitute an endorsement or approval of that website or any of the products or services on that website. You should seek independent expert advice if you have any concerns regarding what services, products or solutions may be suitable for you. Jared Smith SEO will not be liable for any damages or injury arising from your access to such sites or content.

## **3. LIMITATIONS ON USE OF SITE**

3.3 You agree to use the Site only for lawful purposes. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our site, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior express consent Jared Smith SEO.

## **TERMS OF SERVICE**

Jared Smith SEO offers internet marketing services that include, but not limited to: search engine optimization (hereinafter "SEO"), Google Adwords®, Facebook and other Social Media advertising, Link Building, and Web design/development.

### **1. QUOTE FOR PROVISION OF SERVICES**

1.1 All quotes supplied by Jared Smith SEO are valid for 7 days from the date the quote is provided. Jared Smith SEO may amend this provision during promotional periods. Acceptance can be provided in writing, via electronic mail, in writing or via fax.

### **2. COMMENCEMENT OF SERVICES**

2.1 Jared Smith SEO will send Client an email requesting additional information for the Project Brief. Jared Smith SEO will commence work within fourteen (14) days after the date of receipt of information.

2.2 Jared Smith SEO will use its best endeavours to provide Service to Client within a reasonable timeframe. Jared Smith SEO is not liable for delays to project or anticipated timeframes for delivery of service.

### **3. PAYMENT TERMS**

3.1 Client agrees to pay for the Products and Services in full prior to work commencing on the Project Brief, unless otherwise agreed at Jared Smith SEO's discretion. Invoices are payable within five (5) business days from the date of the invoice.

3.2 Client may request a full refund within seven (7) days of remitting payment to Jared Smith SEO, prior to work commencing. Client acknowledges that no refunds are available once work has commenced on the Project Brief and additional requests for refunds will require Management review.

3.3 For SEO Contracts, a one-time setup fee will be assessed and payment is required prior to work commencing. Monthly maintenance fees are not included in the setup fee. Client will be billed for each month for the maintenance fee until customer provides Jared Smith SEO with a written cancellation request.

3.4 If Client provides Jared Smith SEO with their credit card information, you authorize Jared Smith SEO to automatically charge your credit or debit card for charges that apply to your account. Recurring charges will be posted to your credit card until such time that you cancel your account in accordance with Jared Smith SEO cancellation policy.

3.5 Client may elect to have invoices paid by direct debit. By completing a direct debit request, Client authorizes Jared Smith SEO to arrange for account funds to be debited to your account.

3.6 All payments to Jared Smith SEO Pty. Ltd. will be made in AUD (Australian Dollar).

### **4. LATE OR NON-PAYMENT**

4.1 If payment has been declined or has not been made, Client's account will be suspended and a reactivation fee of \$50 will apply.

4.2 For returned cheques due to insufficient funds, Jared Smith SEO reserves the right to request alternate payment method.

4.3 If payment has not been received after 30 days, this will result in termination of our services and any links and SEO work will be removed. Cancelled accounts cannot be reactivated and any account history or information will not be retrievable. No refund will be given thereafter.

### **3. CLIENT OBLIGATIONS**

5.1 Client will provide Jared Smith SEO with reasonable direct and remote access to its website, and shall provide such other reasonable assistance as Jared Smith SEO may request, including, but not limited to, providing source code and other statistical, diagnostic information and other relevant information required to enable Jared Smith SEO to comply with its obligations under this Agreement.

5.2 Jared Smith SEO shall provide the Services during the continuance of this Agreement Jared Smith SEO will use reasonable efforts to provide Client with the Services in accordance with the estimated timeline set out in the Project Brief.

5.3 Where the Service being provided requires, Jared Smith SEO will liaise with the relevant web agency, hosting company or other third party in order to provide the Services. Jared Smith SEO shall not be liable for any act or

omission by the relevant web agency, hosting company or other third party, if such act or omission results in Jared Smith SEO breaching its obligations under this Agreement.

5.4 Jared Smith SEO will not make changes to or update a Customer's website prior to written or verbal consent from the Customer, stating that Jared Smith SEO have the right to make the agreed changes and the Customer, as the website owner, agrees to and takes full responsibility for those changes being made.

## **6. IMPLEMENTATION OF SEO SERVICE**

6.1 Jared Smith SEO guarantees that Client's website will appear on the first page of designated Search Engines within an agreed period of time of the Commencement Date. If Jared Smith SEO is unable to achieve this ranking within that time period, Jared Smith SEO agrees to provide further optimization services until such time when Client's website is listed on the first page.

6.1.1 Client acknowledges that Jared Smith SEO may, as part of the client's SEO campaign, add links and content to the client's website. If the client chooses to reject these additions, their First Page Guarantee may be rendered void, to the discretion of Jared Smith SEO.

6.2 Client acknowledges that the guarantee applies only to selected keywords chosen by the Client. Jared Smith SEO will advise Client to which keywords guarantee applies.

6.3 Client acknowledges that Search Engine Optimization ("SEO") is governed by many factors which are outside the direct control of Jared Smith SEO. Search Engines are third party systems with unknown variables, algorithms and indexing decisions that can change at any time and without notice over which we have no control. Jared Smith SEO will use best efforts, techniques and accepted standards to improve Client's Search Engine Ranking but cannot guarantee of #1 ranking of Client's website on any major Search Engine using Client's desired keywords. Client further acknowledges that the website's ranking with a particular Search Term will rely on both the relevancy of that term on your pages, and the popularity of that term on other websites.

6.4 Client further acknowledges and understands that a website's rankings may go backwards. Client agrees if this were to happen, no liability will be on Jared Smith SEO and no refunds or discounts given.

6.5 Jared Smith SEO is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

6.6 Jared Smith SEO is not responsible for the Client overwriting Jared Smith SEO's work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content.

6.7 Jared Smith SEO follows a strictly ethical SEO policy and will not be responsible for any bans or search engine suspension for the following:

- ☒ duplicate sites, duplicate content or pages, redirects or doorway pages.
- ☒ link farms or any spanning techniques which may harm the web site's ranking with Google.
- ☒ Increased traffic or sales
- ☒ hidden links
- ☒ automated web site submission software or websites

6.8 Client acknowledges that Jared Smith SEO will add an “SEO Services” by “Jared Smith SEO” link to the footer section of each website they work on. This is Jared Smith SEO’s branding and to remove it will cost \$250.

## **7. IMPLEMENTATION OF GOOGLE ADWORDS®**

7.1 Jared Smith SEO shall provide Client a management service of a Google AdWords® account in accordance with the terms set out in the Project Brief.

7.2 Client expressly permits Jared Smith SEO to create a Google AdWords™ account on their behalf. Client acknowledges that Google AdWords™ are subject to Google’s Terms and Conditions. Client’s account will be deemed active once Google™ approves it for online advertising. Jared Smith SEO is not liable if Client’s account is rejected.

7.3 Jared Smith SEO acknowledges that Client owns the Google AdWords™ Account developed by Jared Smith SEO. Upon expiration of the term of this agreement Client may retain the account and all its configuration.

7.4 Jared Smith SEO will send a draft to Client once work is complete. Client agrees to review and approve said draft within fourteen (14) business days. Jared Smith SEO is not liable for errors or omissions once the ads are deployed.

## **8. FACEBOOK AND SOCIAL MEDIA ADVERTISING**

8.1 Jared Smith SEO agrees to promote Client’s company on Facebook® and/or Social Media sites including but not limited to Twitter™, YouTube™, Digg™ and LinkedIn™ through targeted advertising campaigns per the agreed specifications set out in the Project Brief.

8.2 Client agrees to provide Jared Smith SEO with information (ad banners and web site links) within ten working days after the Commencement Date and further agrees that they will comply with any technical specifications provided to the customer by Jared Smith SEO. Drafts will be sent to Client for approval before being submitted to the relevant site.

8.3 Client agrees that any images to be used in advertisements will be supplied to Jared Smith SEO. Client acknowledges that if images are not provided, additional design fees may be payable. Jared Smith SEO will include these additional fees on the invoice.

8.3 Client acknowledges that Facebook and other social media sites reserve the right to refuse adverts at any time for any reason, whether or not the same has already been acknowledged and/or previously published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. Jared Smith SEO will make every effort to create a substitute advertisement. If the advertisement is rejected due to content, Jared Smith SEO shall require Client to supply new copy acceptable to aforementioned sites. Jared Smith SEO cannot be held liable for rejection of ads by third party websites. Client acknowledges that if an advertisement previously accepted and displayed on a social media site is then subsequently removed by said site, prior to the end of the agreed period, that Jared Smith SEO is not liable for this decision and no refund will be payable.

## **9. LINK BUILDING**

9.1 If requested Jared Smith SEO shall provide the link building services as specified on the Jared Smith SEO website and to the agreed specifications on the Project Brief.

9.2 The number of links stated in the Project Brief is the number of links that JARED SMITH SEO will provide on the link building report. The number is correct at the point at which the report is generated and quality controlled, whereupon it will be emailed to the Client.

9.3 JARED SMITH SEO offers no guarantee for the length of time each link will remain live after the point at which it has been confirmed and reported on the Customer link report.

9.4 Client acknowledges that JARED SMITH SEO is not liable for the content of those sites. Use of any such linked web site is at the Client's own risk.

9.5 The inclusion of any link does not imply endorsement by JARED SMITH SEO of the site.

9.6 Client acknowledges that linking to "bad neighborhoods" or receiving links from "link farms" can seriously damage all SEO efforts. JARED SMITH SEO does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

## **10. COPYWRITING**

10.1 Jared Smith SEO agrees to produce written material for inclusion on Client's website upon the request of the Client and per the agreed specifications in the Project Brief.

10.2 Jared Smith SEO agrees that it will be the sole author of the work, which will be original work by JARED SMITH SEO copywriter, free of plagiarism. Jared Smith SEO agrees to use reasonable care to ensure that all facts and statements in the work are true and that the work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party

10.3 Client may provide additional copy to Jared Smith SEO. Client accepts full responsibility for all detail contained in the copy provided to Jared Smith SEO and agrees to use reasonable care to ensure that all facts and statements in the work are true and that the work does not infringe upon any copyright, right of privacy, proprietary right, right of publicity or any other right of a third party.

10.4 Jared Smith SEO acknowledges that Client has the right to edit the work in a time frame agreed upon in advance as it deems appropriate for publication, and that Jared Smith SEO will cooperate with Client in editing and otherwise reviewing the work prior to publication.

10.5 Client agrees that they are responsible for reviewing the final draft for accuracy to include spelling and grammatical errors, statements and assertions. Jared Smith SEO is not liable for errors discovered after publication.

## **11. WEB DESIGN AND DEVELOPMENT**

11.1 Jared Smith SEO agrees to design and develop a website at Client's request and will deliver the work by to the agreed specifications in the Project Brief.

11.2 Client is solely responsible for preparing and posting detailed descriptions of each of its Project Briefs, including providing samples illustrating Client's creative brief ("samples"), site structure, number of pages required, the applicable deadline, and other relevant terms and conditions. Client agrees to provide information to Jared Smith SEO within 30 days of signing the agreed Project Brief.

11.3 Client agrees to supply the Jared Smith SEO with adequate photography or imagery to use in the design; or SEO may recommend a stock photography bundle to suit the project. Client acknowledges that an additional fee may be assessed for any stock photography we acquire.

11.4 Client agrees that if it fails to deliver information or content to Jared Smith SEO to enable development work to commence within thirty (30) days, that Jared Smith SEO may at its discretion consider the project cancelled. Client also agrees that no refund would be payable under this circumstance and will not hold Jared Smith SEO liable for subsequent breach of this Agreement.

11.4 Jared Smith SEO will send Client a "Web Draft" once work is completed. Client agrees to review and test website for grammatical, spelling, graphical errors and coding bugs. Client hereby agrees that it is their sole responsibility to notify Jared Smith SEO of any such errors during the revision cycle and before the final files have

been generated. Client agrees to provide feedback and revisions to Jared Smith SEO within fourteen (14) working days after receipt of the draft.

11.6 Client is responsible for acquiring and purchasing a domain name. Jared Smith SEO may at its discretion advise Client on suitable names.

11.7 Client hereby acknowledges that Jared Smith SEO is not responsible for any errors, grammatical or otherwise found in submitted material Client provides towards the development of the website.

11.10 Jared Smith SEO agrees to resolve any errors or implement revisions requested by Client. Client agrees that a maximum of three revisions are available.

11.11 Client acknowledges that any change requests after final approval has been given to Jared Smith SEO or after website is live in Production, that Jared Smith SEO reserves the right to require Client sign a new contract and pay any subsequent fees. Jared Smith SEO will not commence work on subsequent change requests until full payment has been received.

11.12 Client acknowledges that Jared Smith SEO will add a "Web Design" by "Jared Smith SEO" link to the footer section of each website they work on. This is Jared Smith SEO's branding and to remove it will cost \$250.

## **12. HOSTING**

12.1 Client's website should be hosted on a reliable server, based in the country of Search Engine interest, with constant availability, for optimum results.

12.2 Jared Smith SEO may recommend changing Client's host or server, in order to protect the interests of your website's ranking within the Search Engines. Jared Smith SEO offers no guarantees to interruption of hosting services and cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service.

12.3. Client may elect to host their website with Jared Smith SEO for an additional annual fee. Client agrees to pay the annual hosting charge in advance of commencement of hosting services

12.4 Client acknowledges that Jared Smith SEO may from time to time be required to perform maintenance, upgrades or replacements to servers. Jared Smith SEO reserves the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server. In this event, Jared Smith SEO will notify Client via e-mail at least 24 hours before the due date and time for maintenance.

## **INTELLECTUAL PROPERTY AND COPYRIGHT**

13.1 The technology and content provided on the Jared Smith SEO Site, unless specified otherwise is owned by or licensed to Jared Smith SEO. Content includes but not limited to text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software.

13.2 Jared Smith SEO and its licensors retain all proprietary rights to that content and technology and by continuing to use this website, Client acknowledges said content and technology is protected by Australian and international intellectual property laws.

13.4 For all content, imagery or photography provided to Jared Smith SEO in the provision of services, Client hereby warrants:

- i) they own the intellectual property rights in that content;
- ii) that content does not infringe the intellectual property rights of a third party;
- iii) that content is not fraudulent, stolen, or otherwise unlawful;

iv) that content does not violate any applicable law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, or criminal law);

v) that content is not defamatory, unlawfully threatening or unlawfully harassing; and

vi) that content does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware.

13.4 Jared Smith SEO reserves the right to refuse any content it considers to be in contravention with any of the above statements.

#### **14. STOCK IMAGERY/PHOTOGRAPHY**

14.1 Client acknowledges that copyright to any stock imagery or photography used on Client's websites is retained by the owner.

14.2 Client acknowledges that such images can therefore not be used or re-used for any other purpose and can only be used as they were placed onto your website by Jared Smith SEO. Any editing of the dimensions in which they appear may contravene their usage rights.

#### **15. TRUTH IN ADVERTISING**

15.1 Client hereby warrants that there is nothing in any advertisement or other material provided to Jared Smith SEO, or in any material to which the advertisement or other material links or refers, that violates any personal or proprietary right of any third party, constitutes false advertising, is harmful, or violates any law or governmental regulation.

15.2 Client agrees to indemnify and hold harmless Jared Smith SEO, its employees, directors, heirs and assigns against all liability, loss, damage and expense of any nature, including attorneys' fees, arising out of the publishing, distribution, or transmission of any advertisement submitted by or on behalf of the Client or the linkage of any advertisement to any other material

#### **16. ASSIGNMENT OF INTELLECTUAL PROPERTY TO CLIENT**

16.1 All copyright and other intellectual property rights in any work created, commissioned or otherwise acquired by Jared Smith SEO during the implementation of any contract between Jared Smith SEO and Client shall remain with Jared Smith SEO until full payment has been received.

16.2 Upon full payment, Jared Smith SEO hereby agrees to transfer to the Client all rights title and interest in the copyright and other intellectual property rights in all artwork, manuals, information, material reports, source code and other output which is produced, extended or modified during the production of the work outlined.

#### **17. TERM OF AGREEMENT AND CANCELLATION**

17.1 The Initial Term for the Agreement for Services shall continue as follows unless otherwise mutually agreed upon in writing:

- 180 days for search engine optimization contracts

- 90 days for Google AdWords™ and Social media advertising contracts

17.2 Following the Initial Term, this Agreement shall renew at the end of each 30-day period for a successive 30-day term unless either party provides a minimum of 7 days written notice of its intention not to renew or if both parties agree to enter a new contract term for a determined time period.



17.3 Cancellations become effective on the day processed by Jared Smith SEO. Client will be notified of the cancellation via email.

17.4 If Client cancels before the end of the initial contract term a \$50 penalty will be assessed.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

18.1 Jared Smith SEO warrants that the services provided will at the time of delivery correspond to the specifications provided in the agreed upon Project Brief.

18.2 Client acknowledges that Jared Smith SEO does not warrant or make any representations concerning the accuracy of design, content, features, features, functions and performance of any web pages created by Jared Smith SEO or any advertisement placed on social media websites or otherwise, nor does it warrant or make any representations concerning the accuracy, likely results, or reliability of any optimization services it provides.

18.3 Client hereby agrees that the responsibility to check the performance, accuracy and quality of any web pages created by Jared Smith SEO rests solely with them.

18.4 Client hereby agrees that Jared Smith SEO is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

18.5 Client agrees Jared Smith SEO is not liable for absence of services as a result of illness or holiday.

**18.6.** The content on this Site is for general information only and use and is not intended to address your particular requirements. In particular, the content does not constitute any form of advice, recommendation or arrangement by Jared Smith SEO and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision. Any arrangements made between Client and any third party named on this Site is at Client's sole risk and responsibility.

**18.7 USE OF THIS SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITATION, JARED SMITH SEOMAKES NO WARRANTY OR GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL JARED SMITH SEO OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, ACCOUNT PROVIDERS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "JARED SMITH SEO") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF JARED SMITH SEO SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, JARED SMITH SEO IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE LIABILITY OF JARED SMITH SEO TO YOU WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.**

#### **21.1 TERMINATION**

21.1 Client acknowledges and agrees that Jared Smith SEO, at its sole discretion, may suspend access to this website, suspend services or terminate this Agreement if the Client:

i. fails to pay any sum due under this Agreement and such sum remains unpaid for 5 days after written notice from Jared Smith SEO that such sum has not been paid; ii. ceases to carry on business or become insolvent, or have an administrator or receiver appointed or enter into liquidation or enter into any agreement with its creditors; or iii. fails to fulfill any of its obligations under any part of this or any other agreement that it has with Jared Smith SEO; or iv. interferes with or impairs the Service, or Jared Smith SEO's ability to deliver the Services. vi. behaves in a manner found to be unlawful, inconsistent with, or in violation of, the letter or spirit of the terms of this Agreement.

## **22. CONFIDENTIALITY**

22.1 Save as provided in this Agreement each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Agreement and shall ensure that such employees are subject to corresponding obligations of confidentiality.

## **23. INDEMNIFICATION**

23.1 Client agrees to indemnify and hold harmless Jared Smith SEO, its employees, directors, heirs and assigns against all liability, loss, damage and expense of any nature, including

attorneys' fees, arising out of the publishing, distribution, or transmission of any advertisement submitted by or on behalf of the Client or the linkage of any advertisement to any other material.

## **24. SEVERABILITY**

24.1 If any provision of these Terms is held to be unenforceable, or invalid, for any reason, then that provision is deemed to be modified to the extent required to remedy the unenforceability or invalidity or if it is not possible to remedy the unenforceability or invalidity, that provision is to be severed from these Terms and these Terms will otherwise remain in full force.

## **25. JURISDICTION**

25.1 This Contract shall be governed by the laws of the State of New South Wales, Australia. The parties submit all disputes arising between them to the courts in the State of New South Wales and any court competent to hear appeals from those courts of first instance.

## **26. ENTIRE CONTRACT**

26.1 These Terms are the entire agreement between the parties regarding the use of this Website and the purchase of any services and supersedes all previous negotiations, commitments and agreements about the website and the services.

## **27. OTHER LEGAL NOTICES**

27.1 The Trademarks used herein are registered trademarks and used under license:

- YouTube™ and Google AdWords™ are registered trademarks of Google Inc, 1600 Amphitheatre Parkway, Mountain View, CA 94043

- LinkedIn® is a registered trademark of LinkedIn Corporation, **2029 Stierlin Ct. Mountain View, CA 94043**

- Digg® is a registered trademark of Digg Inc, 135 Mississippi Street, 3rd Floor, San Francisco, CA 94107-2536 94043