

## Search Engine Optimization

### 1.1 Prior Conditions

1. The client has no duplicate sites, duplicate content or pages, redirects or doorway pages.
2. The client has not requested or exchanged links with link farms or undertaken any spamming techniques which may harm the web site's ranking with Google.
3. It is not possible to give a 100% guarantee for any specific result on any search engine, nor can we quantify the level of increased traffic or sales, as a result of the SEO campaign.
4. All fees are payable in advance and non-refundable under any circumstances.
5. If the client makes any changes to the optimized pages created by Hiemind Digital, or does not implement the changes advised by us, any guarantee placed will become void immediately.
6. Hiemind Digital follows a strictly ethical SEO policy and may make void any guarantee should it be discovered that the Client has participated in actions considered undesirable (spamming) by the search engines, such as:
  1. Makes use of hidden links
  2. Links to link-farms, FFA link pages, etc.
  3. Uses page redirect or cloaking techniques
  4. Submits the web pages of the site to the search engines, search directories or other websites without the consent of Hiemind Digital
  5. Uses automated web site submission software or websites
  6. Uses automated reciprocal link programs
  7. Hiemind Digital reserves the right to use client websites, web design, layouts, wireframes and collateral in advertising and or marketing initiatives. This may include portfolio examples on our website, case studies and other promotional initiatives, and discrete links at the foot of the pages on the supplied website until otherwise specifically instructed by the client to not use it.

### 1.2 Hosting

The Client agrees that their website is not hosted on free web space using domain forwarding (either framed or otherwise). In cases where there is either concern that the current hosting IP address may be part of a 'bad neighborhood' or for reasons of optimization, Hiemind Digital may request the client to change hosting provider.

### 1.3 3rd Party Fees

Any fees that the search engines charge to include a listing are to be born separately by the client. This includes, but is not limited to pay per inclusion charges in directories like Yahoo! Etc.

### 1.4 Access to client website

For the purposes of receiving professional SEO services, Client agrees to provide the following:

1. Administrative/backend access to the website for analysis of content and structure.
2. Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
3. Unlimited access to website traffic statistics, if established, for analysis and tracking purposes.
4. A email address for the purposes of requesting links (something like contact@clientsite.com)

5. Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by Hiemind Digital for search engine optimization purposes.
6. If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Hiemind Digital can create site content at additional cost to the Client.

### **1.5 Warranties and Indemnity**

The client warrants to the Company at all times that the material included in the Web Site: (a) is not in breach of the Intellectual Property rights of any third party. (B) is not obscene within the definition of the governing laws of INDIA or any other relevant provision, statute, (c) Is not in breach of any code or provision of statute or common law or otherwise in force from time to time in relation to Advertising of Goods or Services. (d) Contains no element of corporative advertising.

### **1.6 Loss of Service**

The Company accepts no liability for loss of service, unavailability of files, damage of data, misuse of equipment by other clients, failure of any externally managed equipment or communications devices or other services deemed to be beyond the Company's control. If there is any kind of delay from client side after the commencement of the project then Hiemind Digital will not be held responsible and will not be liable to complete the project on time.

### **1.7 Subpoenas**

Hiemind Digital terms and conditions prohibit the disclosure of customer information without the customer's express written consent except as required to comply with a current judicial proceeding, a court order, subpoena or other legal process served on Hiemind Digital. If you require information regarding a Hiemind Digital customer you must fax, mail, or serve a valid subpoena on Hiemind Digital.

## **Social Media Optimization**

By hiring Hiemind Digital, you (the Client) agree to the Terms and Conditions of Use (Terms and Conditions) as outlined below. Please acquaint yourself with our Terms and Conditions before submitting any order for social media marketing. If you do not accept these Terms and Conditions, you may not use Hiemind Digital.

### **2.1 Authorization:**

If the Client is engaging Hiemind Digital (Hiemind Digital), Kolkata, INDIA Company, as an independent contractor for the specific project of marketing a website, then the Client hereby authorizes Hiemind Digital to access the Clients social Medias as well as the Clients Google Analytics account. The client also authorizes Hiemind Digital to publicize their completed social media accounts to Web search engines, as well as other Web directories and indexes.

### **2.2 Acceptable Payment.**

Hiemind Digital accepts cash, cheque, or direct online money transfer from bank. Client may request to pay with an alternative method prior to project completion.

## **2.1 Unprofessional Conduct**

Hiemind Digital reserves the right to refuse service to, or communication with, the client should the Client engage in unprofessional conduct with Hiemind Digital or its subcontractors. Unprofessional behaviors may include but are not limited to profanity, discrimination, harassment, threats of slander, libel or blackmail, direct solicitation of its employees, or unethical practice. If a Client engages in any of these or other unprofessional practices, Hiemind Digital will halt work immediately and resolve unfinished work as per the Refund Policy.

## **2.4 Disclaimer and Severability.**

Notwithstanding anything to the contrary contained in this contract, in no event will Hiemind Digital be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of the services agreed upon in this contract. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## **2.5 Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of INDIA. It is the express intention of Hiemind Digital and the Client that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this contract shall be either the Trail Court of Kolkata, INDIA. The parties agree to waive their right to a trial by jury. The Client consents to say courts having personal jurisdiction over the Client in any action based on this contract.

## **2.6 Copyrights and Trademarks**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Hiemind Digital for inclusion in social media pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, protect, and defend Hiemind Digital and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

## **2.7 Sole Agreement**

Hiemind Digital and the Client may have entered a contract for services, either prior to, in conjunction with, or subsequent to the Clients acceptance of these Terms and Conditions. The Client accepts Hiemind Digital's Terms and Conditions as they may be included with this contract. These Terms and Conditions shall be read and interpreted along with any such contract entered by Hiemind Digital and the Client.

## **2.8 Initial Payment & Refund Policy**

As per section 15 of the MSMED Act, 2006, In case there is a written agreement all payment shall be made as per the agreed-upon timeline, not exceeding 45 days and In case there is no written agreement, payment should be made within 15 days.

The Client acknowledges that initial payment of the commencement deposit (as described elsewhere) shall be non-refundable or nonadjustable and shall be in consideration of the initial administrative actions taken by Hiemind Digital.

## **2.9 Non-payment by User**



Interest accrued if payment is more than 15 / 45 days (Whichever is applicable) late. We reserve the right to add 10% on any outstanding balance every 7 days, of the scheduled payment due date. In the event of non-payment by the User, Hiemind Digital reserves the right to discontinue services.

### **2.9 Completion Date**

If there is any kind of delay from client side after the commencement of the project then Hiemind Digital will not be held responsible and will not be liable to complete the project on time.

### **3.0 Amendment**

This agreement may be modified or amended as required by Hiemind Digital.

**NOTE:** YOUR SIGNATURE ON A PRINTED COPY OF THIS AGREEMENT IS NOT REQUIRED. YOUR USE OF OUR SEO SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS AGREEMENT.