



Operations  
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## SEO (First Page Ranking) Terms of Service: 'Guarantee Approved'

Approval code:

Date:

Email:

Name:

Company:

Address:

City:

Prov:

Postal:

Contract (\$):

+GST:

Tel:

Fax:

GST(838746014RT0001)

unless otherwise noted funds are in US dollars

### Payments:

SEO (First Page Ranking) payments are due in full at the time of order.

### Taxes

Prices quoted are exclusive of GST, PST and/or HST (where applicable).

### Refunds:

No refunds will be made on 'SEO (First Page Ranking)' assignments before 240 days. Indexing and ranking in search engines is subject to server uptime, server settings, DNS settings, website coding and/or optimized content remaining intact. These inconsistencies can be corrected but will delay indexing and ranking.

It is also important to understand that we cannot make our project resources available to a project indefinitely as we have other obligations. If a project stalls or a client becomes unresponsive for more than 4 weeks, the project will become "inactive" and a re-engagement fee of 15% of the total project cost will be assessed upon re-initiating the project. If there is no meaningful activity for 3 months the project may be terminated without refund.

Performance refunds are subject to the below conditions only.

### Major Search Engines:

We guarantee your website(domain) will be found in the first page of top search engines like Google, Bing or Yahoo (which combined represent 92% of all search engine traffic) using single or multiple keywords related to your web site content, service(s) or product(s)! Your website will be found in the first page of at least one of the above major search engines.

### Major Secondary Search Engines:

Furthermore we guarantee your website(domain) will be found in the first 10 listings of secondary major search engines like About, Alexa, AllTheWeb, Alta Vista, AOL, Ask (AskJeeves), Digg, DMOZ, Cuil, Digg, Excite, Lycos and/or HotBot using single or multiple keywords related to your web site content, service(s) or product(s)! Your website will be found on the first page in at least three of the above secondary search engines.

### Definition of: Single or multiple keywords related to your web site content, service(s) or product(s).

Konae Technologies, Inc, will work with all keywords and/or keyword phrases provided by clients and make every effort possible to bring said keyword and/or keywords phrases to the top of major search engines like Google, Yahoo and/or Bing. However, the client must clearly understand that 'organic SEO' programs cannot guarantee 'specific' keywords and/or keyword phrases in specific search engines. Instead our guarantee covers keyword and/or keyword phrase rankings related to a clients's website product and/or services.

Here is an example for a fictitious 'dog grooming store in North Vancouver BC' whose company name is Dog Love Suds Inc, and whose domain name is dogslovesuds.com.

A typical scenario of keyword phrases in the first page of major search engines would include any of the following:

dog groomers  
 dog groomers Vancouver  
 dog grooming North Vancouver  
 dog shampoo Vancouver BC  
 dog grooming supplies Vancouver BC  
 dog grooming clippers North Van

First page ranking on the company name ie: 'Dogs Love Suds Inc', the domain dogslovesuds.com or results returning from a PPC campaign (Adwords, Sponsored Listings) **do not** constitute a successful first page ranking return .

### Google – Yahoo – Bing Local (maps)

Positioning (ranking) cannot be guaranteed in Google Local (maps), Yahoo local (maps) or Bing Local (maps).

### Ownership.

All SEO work prepared by Konae Technologies, Inc for your website is yours to keep permanently. You will have complete ownership of all optimized content and all generated pages (if applicable). Detailed explanation of work performed along with associated files is forwarded on completion of assignment for your records.

CLIENT INITIALS

**Over-writing and re-installs:**

It is the client's responsibility to insure optimized and/or installed content remains intact. If updating/editing the website from copies on your PC, you will need to download and use optimized files prepared for your assignment. Publishing changes without updating your local files will erase optimized content. Re-installation charges may apply if we are required to re-install over-written optimized content.

**Limited Liability**

Customer expressly agrees that use of Konae Technologies, Inc's SEO services is at Customer's sole risk. Neither Konae Technologies, Inc, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that Konae Technologies, Inc's SEO services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of SEO services or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Konae Technologies, Inc SEO services, unless otherwise expressly stated in this contract.

Under no circumstances, including negligence, shall Konae Technologies, Inc, its offices, agents or any one else involved in creating, producing or distributing Konae Technologies, Inc's SEO services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Konae Technologies, Inc SEO services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Konae Technologies, Inc's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on Konae Technologies, Inc's SEO (First Page Ranking) Terms of Service.

**Lawful Purpose**

Customer may only use Konae Technologies, Inc's SEO services for lawful purpose. Transmission of any material in violation of Canadian and United States laws is prohibited. To this effect, child pornography, hate sites, warez are strictly prohibited as well as promoting any copyrighted information (to which the customer does not hold the copyright).

**Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Konae Technologies, Inc harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Konae Technologies, Inc, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Konae Technologies, Inc against Liabilities arising out of:

Any injury to person or property caused by any products sold or otherwise distributed in connection with Konae Technologies, Inc's SEO services; Any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party.

**ACCEPTANCE:**

Print first and last names: \_\_\_\_\_

\_\_\_\_\_ DATED \_\_\_\_\_

Understood and Accepted by Client.