



## SEO - Terms & Conditions

### Details of Parties:

This agreement is hereby entered into between Oyoy Inc (hereinafter referred to as "we", "us", "SEO", "our") and Yourself hereinafter referred to as "Client", "you").

### Liabilities and Warranty:

EXCEPT AS OTHERWISE STATED IN THIS SECTION, THE SERVICES AND/OR PRODUCTS PROVIDED ARE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT ASSUME AND EXPRESSLY DISCLAIMS ANY LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS COMPLETE OR FREE FROM ERROR, THAT CLIENT WILL ACHIEVE ANY PARTICULAR RANKING, POSITION, INCREASE IN PAGE VIEWS, VISITORS, OR REVENUE, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS, LOSS OF RANKINGS, OR OMISSIONS IN THE SERVICE, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, TECHNICAL MALFUNCTIONS, ALGORITHM CHANGES, OR OTHER CAUSE.

PROVIDER SHALL HAVE NO LIABILITY IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS, LOSS OF PROFIT, REVENUE, RANKING OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF IT IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT UNDERSTANDS THE UNIQUE NATURE OF THE SERVICES OFFERED, AND THAT THIS PROVISION IS A BASIS FOR THE BARGAIN UNDER WHICH THIS CONTRACT IS FORMED. PROVIDER WILL NOT BE LIABLE FOR ANY HARM OR LOSS ASSOCIATED WITH ANY DELISTING OR REDUCTION IN RANKING UNLESS DUE TO GROSS NEGLIGENCE ON ITS PART.

**Client agrees to indemnify, defend, and hold harmless the Provider from any and all third party claims, losses, liabilities, costs, and expenses arising out of or related to the use of the services, or attributable to Client's breach of this Agreement.**



## **Governing Law and Forum; Legal Fees:**

The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the United Kingdom. The parties hereby submit to the jurisdiction of and waive any venue objections against, a court of competent jurisdiction in the UK. The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit or dispute arising out of or related to this Agreement.

## **Uncontrollable Events:**

No party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond the reasonable control of such party (but do not include financial insolvency or inability to pay). Uncontrollable Events in this contract not only include those which are normally contemplated, but also include any changes by third parties, such as search engine guidelines and changes to websites, that may influence the outcomes and strategies of this contract, of which neither party has control over or specific knowledge of the third parties actions. The time for performance of any act delayed by such causes shall be postponed for a period equal to the delay or by the magnitude of such act; provided, however, that the party so affected shall give prompt notice to the other party of such delay. The party affected, however, shall use its best efforts to avoid or remove such causes of nonperformance and to complete the performance of the act delayed, whenever such causes are removed.

## **Cancellations:**

Clients must realize the services that are being performed are unique, and that Providers will be making certain commitments of its time and resources to perform the services. As such, once it has begun working on the project there will be no refunds given. Clients must provide a full 30 days' notice to cancel any agreement. Also, any nonpayment by the Client will be considered a breach of this Agreement and will allow the Provider to accelerate any amounts due and owing and demand such amounts due and owing within fifteen (15) days of making such demand. Clients must understand nonpayment may lead to a negative impact on its credit, and the Client will also be responsible for all attorneys' fees and costs in collecting the amounts.



## Waiver & Modifications:

No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof. No such waiver shall be effective unless in writing and then only to the extent expressly outlined in writing. No modifications of this Agreement shall be effective unless in writing and signed by both parties. The type of Services offered or their scope may be enlarged however any amendments must be in writing, and explicitly acknowledged as an amendment to the scope of work, with such acknowledgment done via signature.

## Confidential Information:

The term "Confidential Information" means any information or material (including but not limited to written, verbal, electronic, or other means of information and/or communication) which is proprietary to the party disclosing such information under this Memorandum (the "Provider"), which is not generally known other than by the Provider (whether or not owned or developed by the Provider) and which the receiving party (the "Client") may obtain through direct or indirect contact with the Provider or any of its representative or agents acting on the Provider's behalf.

Confidential Information concerning Provider means all data and information that a reasonable person would consider to be confidential and includes, but is not necessarily limited to, link building methods, link acquisition strategies, link networks, link partners, trade secrets, or any methods or information related to the Provider and/or its services. Also, Confidential Information includes Business records and plans, Financial statements, Distribution, and other business agreements, Customer lists and records, Business contacts, Vendor relationships, Technical Information, Inventions, Computer programs and listings, Pricing structure, Copyrights, and other intellectual property, Source codes and/or object codes, Costs, and any other proprietary Information of the Provider that it has deemed to be confidential or that a reasonable and technology savvy person in a similar position and under similar circumstances would treat them as secret and confidential.

Confidential Information does not include: Matters of public knowledge that result from external disclosure by the Provider, Information is already known by the Client before receiving it from the Provider that can be verified by Client, Information rightfully received from a third party without any duty of confidentiality, Information disclosed by operation of law, Information disclosed by the Client with the prior written consent of the Provider that such Information is deemed to not be Confidential Information, and any other information that both parties agree in writing is not confidential.



## Protection of Confidential Information:

The Client understands and acknowledges that the Confidential Information has been developed or obtained by the Provider as a result of the investment of significant time, effort, and expense and that the Confidential Information is a valuable, special and unique asset of the Provider which therefore provides the Provider a significant business or competitive advantage. Therefore, the Client agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of the Provider.

**Third-Party Use:** If any particular aspect of the services that are being performed are to be utilized by an end-user of the Client, or if any part of the services is impacted by the actions of any third party, whether or not at Client's direction, then Client will hold Provider harmless for any liability, loss, or damages that may arise.

**Intellectual Property:** Client represents, warrants, and covenants to Provider that: (1) it owns all rights, title, and interest in any data or materials provided to Provider ("Client Content"); (2) the Client Content does not infringe on the rights of any third party; (3) Client is the owner or has written authorization from the owner for all hypertext links, domain names, websites, or other Client Content provided to Provider for the Services called for; and (3) Client grants to Provider a non-transferable limited license during the terms of this Agreement to use the Client Content in accordance with this Agreement. Client agrees to indemnify Provider for all claims, threats, damages, costs, and expenses, including attorney fees, incurred by Provider as a result of any infringement(s) from use of Client Content. All Client Content shall remain the property of the Client, and upon final payment for the Services rendered by Provider for Client under this Agreement, Provider shall convey and assign to Client ownership and title to such work product developed specifically for Client to the degree it is transferable. The Provider may, but is not obligated to, assist Client to perfect right and title to such work (i.e. Copyright or Trademark) and Client agrees to compensate Provider for such assistance. The client further agrees that Provider may use certain proprietary tools, software, networks, or methods ("Work Product") which remain the property of Provider. Provider grants permission to use such Work Product but does not convey any ownership, right, or title to such Work Product for use by the Client.

## Payment Terms:

- Accepting these terms & conditions and the initial payment is due before the start of the project.
- Subsequent payments due every 30 days for on-going services.
- Payments to be made via Stripe or PayPal
- All payments received are non-refundable.
- 30 days' notice required to cancel any service/subscription.
- The client understands that payment made for services will serve as acceptance of the terms and conditions presented in this document and will serve as an agreement between the parties.