

## Terms of Services

1. Parties. This agreement is between Web Marketing Group Ltd. (PROVIDER) and the party as specified in the on-line application and signature line below (CLIENT).
2. Search Engine Optimization, Search Engine Marketing and Consulting services only. This agreement covers the search engine optimizations, search engine marketing and consulting services only. Other Internet services by the same PROVIDER are available at [www.myclicks.us](http://www.myclicks.us) and are subject to another agreement.
3. Charges. Provider will notify Client about any extra charges and will proceed only with Client's approval.
4. Service schedule. Both parties commit to the schedule as outlined in Appendix A.
5. The provider will implement the necessary changes in terms of design and development that are related to the SEO process - metatag placement, content formatting, integration of seo elements. This design/development work is included within the total project fee.
6. Quality of Services. Provider will apply the best efforts to provide the best possible quality. As with any SEO/SEM/Consulting work client's satisfaction can not be guaranteed.
7. Fees. CLIENT agrees to pay the total project fee as specified in Appendix A.
8. Delivery. PROVIDER will optimize the web site located on a valid web address specified by Client.
9. Payments. CLIENT agrees to pay the total project fee as per schedule listed in Appendix A. Payments should be processed via wire transfer, Paypal, 2Checkout or Moneybookers.
10. No refunds. Provider will not refund collected fees unless such refund is explicitly authorized by this agreement.
11. LIMITED LIABILITY. PROVIDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, LOSS OF PRIVACY, DAMAGES TO THIRD PARTY EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIMS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY
12. TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE. FURTHER, PROVIDER WILL NOT CENSOR ANY CONTENT ON THE INTERNET. IT WILL BE CLIENT'S RESPONSIBILITY FOR THE USAGE OF HIS CONTENT AND ANY CONSEQUENCES OF THIS USAGE.
13. Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.
14. Modification. This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both of the parties hereto.
15. Excused Performances. Provider shall not be deemed to be in default of or to have breached any provision of this Agreement
16. as a result of any delay, failure in performance or interruption of the Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond Provider's reasonable control. In the event of any such delay or failure, performance of the Services shall be deferred to a date and time mutually agreeable by the parties.
17. SEO Guarantee. The SEO Guarantee sets up measurable guidelines, on the basis of which our SEO guarantee can stand delivered or failed. These guidelines are applied on number of keywords that a SEO campaign targets. The size of the website determines the number of keywords for the project (in general 2-3 keyphrases per page). The SEO Guarantee stands delivered if:
  - 30% of the targeted keyphrases are in the Top 10 on major search engine;
  - 50% of the targeted keyphrases are in the Top 20 on major search engines;
18. If the Provider fails to reach the expected results, they will continue to work on the project (for up to three months) until achieving customer's target rankings with no extra charges. If the Provider is still unable to meet these targets, the customer will be refunded with 50% of the total sum through the same channel within two weeks.
19. Duration – The agreement is valid for six months.