

ONLINE VISIONS WEB & MULTIMEDIA PTY LTD ACN: 129 611 810
Search Engine Optimisation Terms & Conditions of Service

The provision of search engine optimisation services provided by Online Visions Web & Multimedia, hereafter referred to as "Online Visions", to the Customer hereafter referred to as "the Client", are subject to the following terms and conditions.

1. Whilst Online Visions use industry standard techniques to improve the Clients' search engine ranking, results may vary and Online Visions do not guarantee any specific ranking or placement within the search engine results in response to a search request. Such a guarantee would be unfounded as Online Visions do not have exclusive control over how the search engine results are generated.
2. Any advertised money back guarantee offer only applies to the Client if their SEO Campaign provided by Online Visions has not improved the Clients' website traffic after a period of six months and that the Client has not done anything to hinder the SEO campaign as outlined further in this document. The Client acknowledges that any money back guarantee does not include the refund of any SEO campaign set-up costs, associated web development costs and if applicable costs for pay-per-click campaign(s) or paid-in links already paid to search engines or directories. The Client acknowledges that this money back guarantee no longer applies if their campaign has been running for more than six months.
3. All SEO campaigns are primarily targeted on Google, secondarily to Yahoo and NineMSN, unless otherwise agreed Online Visions. Keywords and phrases provided by the Client on the search engine optimisation sign up form are a suggestion only, and may be modified by Online Visions in line with keyword analysis and development.
4. Search Engine Optimisation does not include any pay-per-click or paid in-links to search engines or directories unless otherwise agreed by Online Visions, and paid for by the Client.
5. The Client acknowledges that it is their responsibility to notify Online Visions of any changes made to their website initiated by Client but not performed by Online Visions. The Client accepts that if such changes are made and Online Visions is not notified, and such changes are overwritten by Online Visions when making alterations to the website in relation to their SEO campaign that Online Visions is not responsible for the loss or replacement of these changes. Online Visions will advise the Client if such changes are likely to hinder the potential success of their SEO Campaign, should the Client proceed with the changes after such advise has been given any advertised money back guarantee will be deemed null and void.
6. As part of the Clients' SEO campaign Online Visions may request to make changes to the content on the Clients' site to increase the on-page relevancy of the website in reference to the Clients' related keywords. The Client does have the right to refuse these changes however hereby acknowledges that such refusal may hinder the potential success of their SEO campaign and that any advertised money back guarantee will be deemed null and void.
7. The Client acknowledges and agrees to Online Visions adding a links page to their website whereby reciprocal links to other related websites can be placed. Online Visions agrees to remove any such links that the Client deems inappropriate or otherwise at the Clients request, however the Client acknowledges that this may hinder the potential success of their SEO campaign and that any advertised money back guarantee will be deemed null and void, unless the link in question is linked to a website that is found to have adult or otherwise offensive material.
8. Online Visions will take dutiful care in ensuring that links are exchanged with websites that have related content to the Clients' website, or otherwise deemed beneficial to their SEO campaign. However Online Visions cannot be held responsible if these sites (or websites that they are linked to) contain adult or otherwise offensive material, as Online Visions does not have any control over the content over these websites and any such information can be added after such time as the reciprocal link has been set-up. Should Online Visions become aware that any websites providing a reciprocal link contain such material their link will be removed from the Clients' website immediately.
9. The Client agrees to Online Visions placing a request link page on their website whereby visitors can request a reciprocal link, the submissions of which will be delivered directly to Online Visions.
10. The Client hereby grants Online Visions permission to act on their behalf in relation to attaining reciprocal links and registering their business and website on any online directory that Online Visions deems relevant to their SEO campaign. The Client acknowledges that requesting a reciprocal link or registering on online directories may at times require Online Visions to enter the Clients' telephone number, email address and physical address. The Client hereby grants permission to Online Visions to provide this information to third parties in line with the objectives of the SEO Campaign. Should the Client not want any said information used in attaining reciprocal links and directory listings it is the Clients' responsibility to advise Online Visions of this prior to the commencement of their SEO campaign.
11. The first payment for the SEO campaign and any relevant set-up costs must be paid prior to the commencement of the SEO campaign. Ongoing costs for the SEO campaign must be paid in advance, and will be invoiced 14 days prior to their renewal date and charged to the Clients' credit card on the day preceding their renewal date each month. The renewal date is on the day of signing up to the SEO campaign each month. Payments will continue to be charged to the Clients' credit card each month until such time as the Client cancels their SEO campaign in writing. Should payment be declined by their financial institution, the Client acknowledges that their SEO campaign will cease until such time as payment is received.

If paying by annual invoice the Client acknowledges that payment must be received before their renewal date otherwise their SEO campaign will cease until such time as payment is received.
12. The Client must provide written notice of intention to discontinue their SEO campaign at least 14 days prior to their renewal date. Online Visions reserves the right to remove any of its Intellectual Property applied to the Client's website necessary to provide search engine optimisation service at the time of cancellation.
13. Online Visions cannot be held responsible for any changes to the position of the Clients' website in the search engines results in response to such search requests and provides no guarantee regarding the availability of services. The Client hereby indemnify and hold Online Visions harmless against any losses or claim by the Client or any third party resulting from any failure or non-availability of their search engine optimisation service.
14. Online Visions and its search engine optimisation service provides no guarantee of any nature to the Client, with respect to search engine rankings, positioning and the resultant demand for, or sales of, the Clients products or services.
15. These terms and conditions shall be governed and construed in accordance with the laws in force in the State of Queensland, Australia. Both parties hereby agree to submit to the exclusive jurisdiction of the courts in the State of Queensland, Australia for determining any dispute concerning these Terms and Conditions.
16. These Terms and Conditions supersede any previous Terms and Conditions or Agreements relating to search engine optimisation distributed in any form. Online Visions reserves the right to revise or change these terms and conditions at any time, at which time a notice will be posted on the Online Visions website advising of date of such changes. The Client accepts that by doing this, Online Visions has provided the Client with sufficient notice of the variation.