

White Rhino SEO
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Search Engine Optimization (SEO) Service Agreement

1. Representations and Warranties

White Rhino SEO agrees to provide Client with Search Engine Optimization and Reporting Services (hereinafter referred to as "SEO") as described in this agreement for the duration of the contract, a minimum of 12 months.

We are authorized to use the specific keywords and/or phrases for developing and improving the ranking of the Client's site(s), in the search engines (Google, Yahoo and Bing).

2. Definitions

To bring clarity into this contract, we are going to define some SEO terms/jargons which we have used in the contract. Our goal is to develop a contract in plain English which is mutually understood by all the parties entering into the contract and which minimizes erroneous beliefs.

However we make no warranty/guarantee of accuracy and completeness of the SEO terms described below. Our definitions should not be considered as be all and end all of SEO terminology.

For the purposes of this agreement:

"Deliverable" - It is a term used in project management to describe a tangible or intangible object produced as a result of the project that is intended to be delivered to a customer (either internal or external). A deliverable could be a report, a document, a server upgrade or any other building block of an overall project [source: <http://en.wikipedia.org/wiki/Deliverable>]

"SEO" - Search engine optimization (SEO) is the process of improving the volume or quality of traffic to a web site from search engines via "natural" or un-paid ("organic" or "algorithmic") search results as opposed to search engine marketing (SEM) which deals with paid inclusion. [source: http://en.wikipedia.org/wiki/Search_engine_optimization]

"Social Media Optimization" - It is set of methods which are used to generate publicity through social media.

"Search Engines" - It is a computer program which is used to retrieve documents from a computer network. Three popular search engines are Google, Yahoo and Bing.

"Client's Competitor" - It is an individual or a company which is in the same exact niche as the client and is targeting same/identical keywords in same/near by geographic location(s).

"Keyword" - Keyword or keyword phrase is a search term(s) which is used to retrieve information through search engines.

"Keyword Research" - It is a practice used by search engine optimization professionals to find and research actual search terms people enter into the search engines when conducting a search.

"Keyword Stuffing" - It is considered to be an unethical search engine optimization (SEO) technique. Keyword stuffing occurs when a web page is loaded with keywords in the meta tags or in content. [source: http://en.wikipedia.org/wiki/Keyword_stuffing]

"keywords cannibalization" - Several web pages targeting same keyword(s)

"URL" - It is the address of the web page on the Internet.

“URL Canonicalization” – It is the process of picking the best url when there are several choices, and it usually refers to home pages. [source: <http://www.matcutts.com/blog/seo-advice-url-canonicalization/>]

“Link Building” – It is a Search Engine Optimization technique which is used to get backlinks (or votes) for a website.

“Link Bait” –Link bait is any content or feature within a website that somehow baits viewers to place links to it from other websites. Matt Cutts defines link bait as anything “interesting enough to catch people’s attention. [source: http://en.wikipedia.org/wiki/Link_bait]

“Website Usability”- It means how easy it is for visitors to use your website.

“Website Accessibility”- It means how accessible your web pages are to your visitors and search engines.

“User Engagement”- It refers to the degree to which a visitor has been positively influenced by the website and is engaged to it.

“Conversions”- Also known as goals. They can be orders, leads, downloads, page views, sign ups, traffic etc.

“Conversion Rate”- It is the percentage of visits which result in goal conversions.

“KPI”- KPI or Key Performance Indicator is used to measure how well an organization or individual is accomplishing its goals and objectives.

“Link popularity”- It is the measure of the quantity and quality of inbound links (back links) to your website.

“Confidential Information”- It includes but is not limited to, any and all fees, services, documents, recommendations, reports, e-mails, postal mail, courier or phone/skype consultation for the purpose of reporting, recommending or educating the client White Rhino SEO for carrying out search engine optimization services.

3. Deliverables

White Rhino SEO is committed to provide following deliverables:

1. Website Audit Report

It provides (but it not limited to):

1. Review of the competitiveness of the client’s industry and the targeted keywords.
2. Review of the current ranking potential of the client’s site and back link profile analysis.
3. Review of issues related to website usability, website credibility, websites accessibility, user engagement, legal issues and suggestions regarding how to fix them.
4. Recommendations for avoiding/fixing negative SEO issues (keyword stuffing, duplicate contents, URL canonicalization, hidden text, hidden links, sneaky redirects, keywords cannibalization etc)
5. Recommendations regarding content development. What type of contents and contents categories can attract additional traffic and links and can help in improving conversions (goals).
6. Suggestions regarding link building – From where and how you can acquire/request/buy links.
7. Review of the client’s site traffic – how visitors find your website, where they come from and how they use it. How keywords and advertising campaigns are performing. How the site is performing in comparison to hundreds of other sites in the comparable industries.

2. Competitive Analysis Report

It provides vital information regarding competitors like who are your competitors, which keywords they are targeting, what are they doing to attract traffic and links. From where they have got their back links. We also determine the current ranking potential of your competitors in search engines and help in establishing KPIs.

3. Keyword Research Report

It provides list of keywords that can bring highest volume of relevant traffic to the website along with their search volume. It also provides suggestions regarding how keywords should be used on site to attract additional traffic.

4. Website Optimization

We try to fix all the issues we have identified during website audit, so that the website works for the client's business and is able to convert relevant traffic into sales or leads.

5. On-page optimization

We modify the title tags, meta tags, contents, HTML code, naming conventions and other on-page factors of client's website to make it relevant to search engines (Google, Yahoo and Bing) for targeted keywords. We do keywords positioning/placement to attract additional traffic to the site.

6. Link Building

We acquire/request/buy links from vast array of websites to improve the ranking potential of your website in search engines and to rank for targeted keyword phrases.

7. Link Bait/Viral Content Development

We develop and promote contents (press releases, articles, blogs, link baits etc) which help in getting additional traffic and links to your site and also helps in improving the conversion rate.

8. Social Media Optimization

We develop methods to generate publicity through social media like blogs, forums, social networking sites (facebook, linked-in, orkut etc), meet-up groups, industry events etc.

9. SEO Analysis

We continuously monitor the effectiveness of our SEO campaign and send you traffic and rankings reports on regular basis.

10. SEO Training

We provide seo training through phone/online consultation or on-site consultation (visiting client's premises) or both. In this training you will learn the basics of search engine optimization, how search engine works, what are Google webmaster guidelines and why they are important.

You will also learn how to interpret the Google analytics data, how to conduct usability test, how to attract links, traffic and many more things.

4. Payment Terms

Client agrees to pay us a fee as stated in “agreement.” Fee must be received prior to the start of any services provided. All payments shall be made in GDP and by GoCardless unless otherwise agreed by White Rhino SEO

Any incidental cost related to the SEO Services provided to the client like long distance telephone calls, shipping, postage, courier and travel will be reimbursed to White Rhino SEO by the client.

If the client decides to end the project for lack of funds, change in focus or for any other reason other than which violates any term of this agreement, then the client is required to pay for all the work White Rhino SEO has done up to the time that client notifies White Rhino SEO not to continue with the project at hourly rate of £60

If the client doesn't want White Rhino SEO to work for any of the client's competitor (as defined in the 'definitions' section above) for a period of 12 months, then the client has to pay an additional fees of £1000 per month.

5. Assignment of Specific Rights

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

1. Give White Rhino SEO FTP and other back-end access to the web site for uploading new web pages, and making changes on the web pages for the purpose of on-page optimization.
2. Permission to communicate directly with any third parties, e.g., your web designer, web developer etc if necessary.
3. Full access to existing website traffic statistics for analysis and tracking purposes like access to Google Analytics, Omniture etc.
4. Permission to use client official email address for the purposes of requesting links (something like contact@client-company.com)
5. Client authorizes White Rhino SEO use of all client's logos, trademarks, Web site images, content etc., for use in creating informational pages and any other uses as deemed necessary by White Rhino SEO for search engine optimization and social media optimization.
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. White Rhino SEO can create site content at additional cost to the Client. If Client is interested in purchasing content from White Rhino SEO it can be provided at additional cost. POA

6. Non Disclosure Agreement

At any time during or subsequent to contract period, client agrees to keep in strictest confidence and trust all of the White Rhino SEO confidential information to which the client has access. The client will not use or disclose the White Rhino SEO confidential information without the written consent of White Rhino SEO

Client agree not to attack/criticize White Rhino SEO and any of its employee, associate or partner publicly (on public forums, blogs, social networks etc) at any time during or subsequent to contract period.

Similarly client agrees not to seek for SEO advice on seo forums, blogs, community groups or any social media in a way which brings bad name to the company or any of its employee,

associate or partner. In case of breach of non-disclosure agreement, client agrees to pay £10,000 to White Rhino SEO as damages.

7. Disclaimers

Client acknowledges the following with respect to SEO services from White Rhino SEO

1. All fees are non-refundable.

2. White Rhino SEO has no control over the policies and ranking algorithms of search engines with respect to the type of sites and/or content that they accept now or in the future. Client's web site may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory.

3. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, White Rhino SEO does not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.

4. Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than "x" amount of time or have enough back link strength. White Rhino SEO assumes no liability for ranking, traffic, indexing issues related to such penalties. Consequently client understands that ranking new websites is much more difficult than ranking old and established sites and he should not have unrealistic expectations about rankings, traffic and revenues.

5. New website may get temporary boost in ranking for some targeted keywords for few days but then it settles down to its real place. This is known as 'new site boost effect' and it is quite common to happen. Consequently client understands that his new site has not really got top rankings within a month and soon it will go down to its actual position.

6. Occasionally, search engines will drop listings for no apparent reason. Often, the listing will reappear without any additional SEO efforts.

7. A website search engine ranking can fluctuate any day, any time because of on-going changes in the ranking algorithm, seo efforts made by the competitors or both.

8. White Rhino SEO makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if the SEO work is destroyed either wholly or in parts, either knowingly or unknowingly by any party other than White Rhino SEO or without the prior consultation of White Rhino SEO. SEO work is considered to be destroyed either wholly or in parts if following changes (but are not limited to) are made to a website by any party other than White Rhino SEO or without first consulting White Rhino SEO :

i. Changes in the file(s) or folder(s) name

ii. Putting a file in a different folder or putting a folder in another folder or sub domain

iii. Making changes in the head section of a document like changing the text in the title tag, removing certain HTML tags required for site authentication.

iv. Deleting a link, folder, file, web document or sub domain.

v. Modifying text on a web document like changing the formatting of the text or repositioning the text.

vi. Removing analytics code from the web page which is used to track website traffic.

vii. Linking out to any website without prior consultation of the White Rhino SEO.

viii. Adding a file, folder, web document, widget or any functionality.

ix. Renaming URLs of existing web documents.

x. Taking down the website or part of the website.

xi. Renaming, re-locating, adding or removing any file, folder or sub domain on a web server including web documents, robots.txt, .htaccess file, sitemap.xml, rss.xml etc

xii. Changes in the site architecture

xiii. Changes in the anchor text

xiv. Making any changes on an optimized web page

9. White Rhino SEO makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if:

i. The client fails to resolve White Rhino SEO queries on time.

ii. Make delays in providing required access, documents, permissions or any support for Search Engine Optimization purpose

iii. Fail to make necessary changes on the website as and when advised by White Rhino SEO for carrying out the Search Engine Optimization services.

iv. There is a server outage for prolonged time on client's site.

10. White Rhino SEO is not responsible for the Client overwriting SEO work. The Client will be charged an additional fee for re-constructing, re-optimizing content/web pages, based on the hourly rate of £60 per hour.

11. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to White Rhino SEO for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend White Rhino SEO and its subcontractors from any liability or suit arising from the use of such elements.

8. When this contract comes to an end

This contract comes to an end when everything specified in the contract has been done. It can also end if there is a breach of contract and either party decides to cancel it.

The contract can also be ended by mutual agreement of the parties involved in contract or when it becomes impossible to carry out the obligations specified in the contract like due to man-made calamities (riots, acts of terrorism, war etc) or natural calamities (like flood, hurricane, earthquake, volcanic eruption etc)

9. Governing Law and Jurisdiction

Governing law means which country's rule of interpretation and legal remedies apply in case of any dispute arising out of the contract. Jurisdiction means the place where your dispute will be heard.

This Agreement (Contract) shall be governed by the laws of UK and the parties submit to the exclusive Jurisdiction of the courts of Southampton, England in respect of any dispute or difference between the client and White Rhino SEO arising out of this Agreement (Contract). Any dispute or difference can also be resolved outside the court by appointing an independent third party (also known as arbitrator) on mutual agreement of the client and White Rhino SEO. However in this case arbitrator's decision is considered to be final and cannot be disputed or appealed in the court of law.

This contract is all inclusive and no other oral or written contract exists between the two parties stated in this agreement. By signing this contract you agree that you fully understand this contract, you are legally competent and authorized to enter into the contract and you sign this contract on your 'own free will' without any undue influence, misrepresentation of facts or by mistake.

You also represent and warrant to White Rhino SEO that you have no interest or obligation which is inconsistent with or in conflict with this agreement or which would prevent, limit, or impair performance of any part of this agreement. You agree to notify White Rhino SEO immediately if any such interest or obligation arises.

Client Name: _____

Client Address: _____

Client Phone: _____

Client E-Mail: _____

Client Signature _____

Date: _____

White Rhino SEO Signature _____

Date: _____