



## SEARCH ENGINE OPTIMIZATION

### **1.1 Prior Conditions**

1. The client has no duplicate sites, duplicate content or pages, redirects or doorway pages.
2. The client has not requested or exchanged links with link farms or undertaken any spamming techniques which may harm the web site's ranking with Google.
3. It is not possible to give a 100% guarantee for any specific result on any search engine, nor can we quantify the level of increased traffic or sales, as a result of the SEO campaign.
4. All fees are payable in advance and non-refundable under any circumstances.
5. If the client makes any changes to the optimized pages created by LWS, or does not implement the changes advised by us, any guarantee placed will become void immediately.
6. LWS follows a strictly ethical SEO policy and may make void any guarantee should it be discovered that the Client has participated in actions considered undesirable (spamming) by the search engines, such as:
  7. Makes use of hidden links
  8. Links to link-farms, FFA link pages, etc.
  9. Uses page redirect or cloaking techniques
  10. Submits the web pages of the site to the search engines, search directories or other websites without the consent of LWS
  11. Uses automated web site submission software or websites
  12. Uses automated reciprocal link programs
  13. LWS reserves the right to use client websites, web design, layouts, wireframes and collateral in advertising and



or marketing initiatives. This may include portfolio examples on our website, case studies and other promotional initiatives, and discrete links at the foot of the pages on the supplied website until otherwise specifically instructed by the client to not use it.

## **1.2 Hosting**

The Client agrees that their website is not hosted on free web space using domain forwarding (either framed or otherwise). In cases where there is either concern that the current hosting IP address may be part of a 'bad neighborhood' or for reasons of optimization, LWS may request the client to change hosting provider.

## **1.3 3rd Party Fees**

Any fees that the search engines charge to include a listing are to be born separately by the client. This includes, but is not limited to pay per inclusion charges in directories like Yahoo! Etc.

## **1.4 Access to client website**

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

1. Administrative/backend access to the website for analysis of content and structure.
2. Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
3. Unlimited access to website traffic statistics, if established, for analysis and tracking purposes.
4. A email address for the purposes of requesting links (something like contact@clientsite.com)
5. Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by LWS for search engine optimization purposes.
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. LWS can create site content at additional cost to the Client.

#### **1.5 Warranties and Indemnity**

The client warrants to the Company at all times that the material included in the Web Site: (a) is not in breach of the Intellectual Property rights of any third party. (b) is not obscene within the definition of the governing laws of INDIA or any other relevant provision, statute,. (c) is not in breach of any code or provision of statute or common law or otherwise in force from time to time in relation to Advertising of Goods or Services. (d) contains no element of corporative advertising.

#### **1.6 Loss of Service**

The Company accepts no liability for loss of service, unavailability of files, damage of data, misuse of equipment by other clients, failure of any externally managed equipment or communications devices or other services deemed to be beyond the Company's control. If there is any kind of delay from client side after the commencement of the project then LWS will not be held responsible and will not be liable to complete the project on time.

#### **1.7 Subpoenas**

LWS terms and conditions prohibit the disclosure of customer information without the customer's express written consent except as required to comply with a current judicial proceeding, a court order, subpoena or other legal process served on LWS. If you require information regarding a LWS customer you must fax, mail, or serve a valid subpoena on LWS.

### **SOCIAL MEDIA OPTIMIZATION**

By hiring LWS, you (the Client) agree to the Terms and Conditions of Use (Terms and Conditions) as outlined below. Please acquaint yourself with our Terms and Conditions before submitting any order for social media marketing. If you



do not accept these Terms and Conditions, you may not use LWS.

**2.1 Authorization:**

If the Client is engaging LWS (LWS), Kolkata, INDIA Company, as an independent contractor for the specific project of marketing a website, then the Client hereby authorizes LWS to access the Clients social Medias as well as the Clients Google Analytics account. The client also authorizes LWS to publicize their completed social media accounts to Web search engines, as well as other Web directories and indexes.

**2.2 Acceptable Payment.**

LWS accepts cash, cheque, or direct online money transfer from bank. Client may request to pay with an alternative method prior to project completion.

**2.1 Unprofessional Conduct**

LWS reserves the right to refuse service to, or communication with, the client should the Client engage in unprofessional conduct with LWS or its subcontractors. Unprofessional behaviors may include but are not limited to profanity, discrimination, harassment, threats of slander, libel or blackmail, direct solicitation of its employees, or unethical practice. If a Client engages in any of these or other unprofessional practices, LWS will halt work immediately and resolve unfinished work as per the Refund Policy.

**2.4 Disclaimer and Severability.**

Notwithstanding anything to the contrary contained in this contract, in no event will LWS be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of the services agreed upon in this contract. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this



agreement and shall not affect the validity and enforceability of any remaining provisions.

## **2.5 Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of INDIA. It is the express intention of LWS and the Client that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this contract shall be either the Trial Court of Kolkata, INDIA. The parties agree to waive their right to a trial by jury. The Client consents to say courts having personal jurisdiction over the Client in any action based on this contract.

## **2.6 Copyrights and Trademarks**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to LWS for inclusion in social media pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, protect, and defend LWS and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

## **2.7 Sole Agreement**

LWS and the Client may have entered a contract for services, either prior to, in conjunction with, or subsequent to the Client's acceptance of these Terms and Conditions. The Client accepts LWS' Terms and Conditions as they may be included with this contract. These Terms and Conditions shall be read and interpreted along with any such contract entered by LWS and the Client.

## **2.8 Initial Payment & Refund Policy**

The Client acknowledges that initial payment of the commencement deposit (as described elsewhere) shall be non-



refundable and shall be in consideration of the initial administrative actions taken by LWS.

### **2.9 Non-payment by User**

In the event of non-payment by the User, LWS reserves the right to discontinue services.

#### 2.9 Completion Date

If there is any kind of delay from client side after the commencement of the project then LWS will not be held responsible and will not be liable to complete the project on time.

### **3.0 Amendment**

This agreement may be modified or amended as required by LWS.



## WEBSITE DESIGN AND DEVELOPMENT TERMS AND CONDITIONS

Definitions:

**The Client:** The company or individual requesting the services of LWS.

**LWS:** Primary designer/site owner & employees or affiliates.

**Acceptance:** By placing an order with LWS you confirm that you are in agreement with and bound by the terms and conditions below.

### 1. Procedures:

LWS strictly follows some procedure pre-during and post the project that includes:

- a) Sharing proposal with client of the desired services the client wants LWS to offer.
- b) The client completes requirement form online or offline (whichever way LWS wants the client to do so)

### 2. Authorization

The named client is engaging LWS, as an independent contractor for the specific web design development project of developing and/or improving a web site, herein after referred to as "web design development project" which may be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service" if required to perform services. If required to perform services the client hereby authorizes LWS to access this account and authorizes the Hosting Service to provide LWS with "full access" to the client's account and any other programs needed for this web design development project that are included as part of the client's service agreement/level.



### **3. Acceptable Use**

An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The exhibit with the description of the acceptable use policy is posted on our website and the exhibit is part of these terms and conditions.

### **4. Copyright and Trademarks.**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to LWS for inclusion in the web design development project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend LWS and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

### **5. Completion Date.**

LWS the client must work together to complete the web design development project in a timely manner. We agree to work expeditiously to complete the web design development project no later than committed days and minimum of 15 days after the client has submitted all necessary materials. If the client does not supply LWS with complete text and graphic content for this web design development project within committed days of the date of project confirmation, the entire amount of the agreement becomes due and payable. If the client still has not submitted all the required contents within 30 days after starting the project, an additional continuation fee of 15% of the total agreement price can be assessed for each month until the web design development project is published. All our



service that we provide during the project of the client is clearly being mentioned in the contract with the client. We do not provide any service apart from the contract if we do then we charge for the same. If there is any kind of delay from client side after the commencement of the project then LWS will not be held responsible and will not be liable to complete the project on time.

#### **6. Project Delivery.**

The web site design project delivery shall be completed upon receipt of the payment associated with delivery. Delivery may be accomplished by publishing, electronic transfer, or physical media.

#### **7. Publishing:**

If the Project Delivery includes publishing, LWS will make a good faith effort to accommodate client's requested method of publishing. In the event LWS is not able to accommodate the request method of publishing the following statements apply. LWS may use WEBDAV, FTP, SFTP or SCP to publish to the site. LWS provides single preview on its sub domain after the completion of the project, the website will be switched to Live Mode once the Client's remaining balance is paid in full.

#### **8. Electronic Commerce Laws.**

The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend LWS and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.

#### **9. Web Design Development Project Copyright.**

Original web site content specifically requested by the customer and designed under work for hire shall be the intellectual property of the customer once final payment under this agreement and any additional charges incurred



have been paid. Rights to clipart, photos, graphics, source code, work- up files and computer programs that are not specifically requested and designed under work for hire are not transferred to the client, and remain the property of their respective owners. LWS and its subcontractors retain the right to display graphics and other web design development elements as examples of their work in their respective portfolios LWS shall place a small text link on the footer of a Clients website that simply states the website was designed by LWS and links to our company website.

#### **10. Payments.**

Payments must be made promptly based on the agreed schedule. Delinquent bills may be assessed an INR 500/- charge if payment is not received within 10 days of the due date. If an amount remains delinquent 15 days after its due date, an additional 15% penalty may be added for each month of delinquency.

LWS reserves the right to remove any web design development project from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Regardless of the place of this agreement, the client agrees that for purposes of venue, this agreement was entered into in Kolkata, INDIA and any dispute will be litigated or arbitrated in Kolkata, INDIA. Please pay on time. All payments will be made in INR ₹ funds unless agreed upon in writing by both parties.

Typical down payment structure may be as follows: a) 100% of web design development projects at the time before commencement of work.

#### **11. Refund Policy**

The Client acknowledges that initial payment of the commencement deposit (as described elsewhere) shall be non-refundable and shall be in consideration of the initial administrative actions taken by LWS.



## **12. Legal Notice**

LWS does not warrant that the functions contained in the web design development project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design development project is with the client. In no event LWS be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design development project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if LWS has been advised of the possibility of such damages.

## **13. This Agreement**

This agreement constitutes the sole agreement between LWS and the client regarding this web design development project. Any additional work not specified in this contract must be authorized by a written request. All prices specified in this contract will be honored for 15 days from date offered.

Acknowledgement of agreement after that time will require a review of current pricing and new agreement. This agreement supersedes any prior written or oral agreements between the parties.

## **14. Waiver of Contractual Right.**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

## **15. Data Formats**

The client agrees to LWS definition of acceptable means of supplying data to the company. Text is to be supplied



to LWS in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail / FTP. Images which are supplied in an electronic format are to be provided in a format as prescribed by LWS via CD-ROM, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and LWS will not be held responsible for any image quality which the client later deems to be unacceptable. LWS cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, color correction and alteration of images.

**16. Database, Application and E-commerce development**

LWS cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use. Where applications or sites are developed on servers not provided LWS, the client is expected to provide or seek any information, additional software, support or co- operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment. The client is expected to test fully any application or programming relating to a site developed by LWS before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, LWS will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.



### **17. Third Party Service**

In case of any third party services that have been integrated in the website developed by LWS, LWS is only responsible for development/integration of the third party services as agreed during the project confirmation. In no circumstances LWS will take any responsibility for data loss, misuse of services, non-availability of services, activity made by third party service provider. Communication with the third party vendor should be made by the client side only. LWS can guide the client but only in case of receiving the issue in written format. Any other format of the communication will not be accepted as valid communication.

### **18. Website Maintenance**

This agreement allows for minor web site maintenance to pages over a defined period mentioned in agreement, up to an average of one half hour per regular web site, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, and navigation structure changes, attempted updates by client repairs or web design development projects delivered to the client via diskette. The period begins on the date the client's web design development site has been published to client's hosting service or from the delivery date mentioned in the agreement by LWS, whichever comes first. If the client's web design development package includes database access using Server Side Script, then very minor page code changes will be accepted under this maintenance plan. Major page code and/or database structural changes will be charged extra as per the current rate.

LWS reserves the right to refuse service to anyone requesting changes or modification of web pages for illegal purposes, inappropriate or offensive purposes or any other purpose that in our opinion is inappropriate.



**2.1** Information and text contained within the web pages shall be authored by the User and submitted to LWS in final format if the information and text submitted is not in final format and contains spelling, grammatical errors etc. LWS may charge the User for additional time needed to correct the errors that should have been corrected before submission. LWS may make recommendations regarding the content of the web pages; however, the User shall make the final decision and approve the content of the web pages. If there is any kind of delay from client side after the commencement of the project then LWS will not be held responsible and will not be liable to complete the project on time.

**2.2** LWS website maintenance services constitute changes to the current website and its existing web pages using the current web site theme.

There are three kinds of maintenance:

- 1) Maintenance after web site installation
- 2) Maintenance due to changing needs;
- 3) Maintenance due to recurring needs

Maintenance due to changing needs may include minor or major changes to the website. Major changes include additional information/graphics, rewording of pages and changes to graphics due to changing needs. Major changes that affect the entire website will require a new project agreement.

Minor changes are changes that do not affect the entire website. Maintenance due to recurring needs includes publication of news reports, press releases, current events, schedule of events, etc.

**2.3** LWS maintenance of a website may include one or more of the following that are the result of recurring needs and minor changing needs:

Text changes (such as news, press releases, current events, scheduled events, re-wording of text



etc)

Simple maintenance and/or addition of graphics provided by the User to an existing web page (up to 1 hour of work or as specifically confirmed within the sales order). Major changes in graphics layout in an existing website shall be considered a new project.

**2.4** Examples of what is not covered under website maintenance:

- Training – unless previously agreed in writing;
- Heavy image work and editing, including logo design or redesign;
- Flash animation creation or editing;
- New pages or site sections which do not share the existing site design;
- Major structural or graphical changes that would affect the appearance of the website;
- E-commerce major customization;
- Video editing

**19. Subscription Period**

A User may stop using LWS Website Maintenance services by giving LWS one month's notice in writing.

In case of Special Promotional offer subscription period may change according to the offer.

**2.6** LWS aims to make requested changes in the website within 48 hours (Working Days) However; there can be no guarantee that the User's entire request can be completed within 48 hours.

LWS will endeavor to inform the User as soon as possible if changes were likely to take more than 48 hours.

**20. Ownership and License of Deliverables**

LWS own all source code and materials developed or created by its staff during any project.



Upon payment of all amounts due, LWS Website Maintenance grants the User a perpetual, non-exclusive, non-transferable license to use the Deliverables and materials developed by LWS herein for all the Users marketing and advertising needs, but only for the User's own use. The Deliverables and other materials and the ADM Computer Website Maintenance system may not be sold, transferred or used except as provided herein or with the written permission of LWS.

**21. Confidentiality**

LWS will need access to certain confidential information of the Users company, sometimes including future plans, business strategies and other proprietary information (collectively, the "Confidential Information"). LWS agrees that it will take every reasonable step to ensure that Confidential Information is not divulged, disclosed or communicated to any third party without the prior written consent of the User. Confidential information shall not include information previously known to LWS Website Maintenance, properly received from a third party or in the public domain.

**22. No Limit on LWS Website Maintenance Engagements**

The User shall agree that any agreement entered into does not prevent LWS from providing similar services to other clients using the general marketing concepts and the know-how and experience gained hereunder or from developing/maintaining products or services which might be competitive with the deliverables and materials provided by LWS.

**23. Non-payment by User**

In the event of non-payment by the User, LWS reserves the right to discontinue services.

**24. Unprofessional Conduct**



LWS reserves the right to refuse service to, or communication with, the client should the Client engage in unprofessional conduct with LWS or its subcontractors. Unprofessional behaviors may include but are not limited to profanity, discrimination, harassment, threats of slander, libel or blackmail, direct solicitation of its employees, or unethical practice. If a Client engages in any of these or other unprofessional practices, LWS has the full right to halt work immediately and resolve unfinished work as per the Refund Policy.

## **25. Entire Agreement**

All terms contained within this document supersede any prior written or oral agreements between the parties.

- 1.** Simple navigational changes (up to 1 hour of work per site only). Major navigational changes shall be considered a new project.
- 2.** Simple page design changes (up to 1 hour of work per site only). Major page design changes shall be considered a new project.
- 3.** Addition of new pages as links from an existing page and not as links that will change the navigation of the web site. The addition of new pages shall follow the current website theme.

## **26. Amendment**

This agreement may be modified or amended as required by LWS.

**NOTE:** your signature on a printed copy of this agreement is not required. Your use of our seo services shall constitute a virtual signature, having the same force and effect as if you had actually signed a printed copy of this agreement.