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# Search Engine Optimization (SEO) Service Agreement

## 1. Details of the parties entering into the agreement

This agreement is hereby entered into between **Damonaz Design, LLC** (hereinafter referred to as “we”, “us”, “SEO”, “SEO Company, “our”) located at 3333 Renaissance Blvd, #212, Bonita Springs FL 34134 and you, the **SEO Client**, (hereinafter referred to as “Client”, “you”, “him”, “his”, “hers”, “your website , domain ”).

## 2. Representations and Warranties

**Damonaz Design, LLC** agrees to provide Client with Search Engine Optimization and Reporting Services (hereinafter referred to as “SEO”) as described in this agreement on a monthly basis. This service can be terminated at any point in time by both parties provided a 30 day written notice is given to the respective party (client or SEO company) without any penalties. We keep it simple. You no longer need our service, cancel anytime with a 30 day notice (i.e. email sent to [dz@damonazdesign.com](mailto:dz@damonazdesign.com))

## 3. Scope of Services

See Exhibit A

(Scope of Services, Goals & Deliverables, Out of Scope Clause & Definitions)

## 4. Payment & Plan Terms

- **Terms:** Monthly
- **Monthly Price: Dependent On Plan Chosen**
- **Due Date:** Date of Sign Up.
- **Payment Options:** We accept Visa, MasterCard, Discover & American Express & can be submitted securely on our payment portal located at: <https://www.damonazdesign.com/submit-payment/> .  
Payments will be auto billed each month on the “anniversary date” of sign up. If bill day falls on a holiday or non-business day, the auto charge may occur one day before anniversary date on a regular business day.
- **Penalties:** Any payment received after its due date will be accessed a \$50 late fee. Any payments not received by the “anniversary sign up date” of each month can result in services temporarily being stopped until payment is collected.

- Chosen Plan can be upgraded at any point in the agreement as an addendum to this agreement should the client choose to increase their marketing efforts online with more added services.

## 5. Assignment of Specific Rights

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

- a. Give Damonaz Design FTP account access & 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.
- b. Permission to communicate directly with any third parties, if necessary, regarding only agendas strictly pertaining to SEO.
- c. Full access to existing website traffic statistics for analysis and tracking purposes.
- d. Permission to use client official email address for the purposes of requesting links (something like seo@yourdomain.com or some form of email address/account that the client provides in which we can use on an official basis.) If no account is provided, Damonaz Design, LLC will create a user email (i.e. Gmail or yahoo) to open accounts and link requests on their behalf.
- e. Client authorizes Damonaz Design, LLC 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 Damonaz Design, LLC for search engine optimization and social media optimization.
- f. Damonaz Design, LLC will have permission to modify site content as necessary to insert valid Keywords and any other text content relevant to SEO.

## 6. Non-Disclosure Agreement

At any time during or subsequent to agreement period, client agrees to keep in strictest confidence and trust all of the **Damonaz Design, LLC** confidential information that they are privileged to or to which the client has access to. The client will not use or disclose the **Damonaz Design, LLC** confidential information without the written consent of **Damonaz Design, LLC**. Client agrees not to attack/criticize **Damonaz Design, LLC** and any of its employees, associate or partner publicly (on public forums, blogs, social networks etc.) at any time during or subsequent to agreement 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.

## 7. Disclaimer

Client acknowledges the following with respect to SEO services from **Damonaz Design, LLC**:

- a. All fees are non-refundable.
- b. **Damonaz Design, LLC** 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.

- c. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors in which Damonaz Design has no control over, **Damonaz Design, LLC** does not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase, or search term (*as search engines can dictate without reason why a particular key word that was once on page #1 has now suddenly dropped to page #2*).
- d. Google has been known to hinder the rankings of new websites or low ranking websites (or pages) until they have proven their viability to exist for more than “6-12 months” amount of time or have enough back link strength. **Damonaz Design, LLC** assumes no liability for ranking, traffic, indexing issues related to such penalties.
- e. Occasionally, search engines will drop listings for no apparent reason. Often, the listing will reappear without any additional SEO efforts.
- f. 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.
- g. **Damonaz Design, LLC** 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 **Damonaz Design, LLC** or without the prior consultation of **Damonaz Design, LLC**. 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 **Damonaz Design, LLC** or without first consulting **Damonaz Design, LLC**. This includes:
  - 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.  
Linking out to any website without prior consultation of the **Damonaz Design, LLC**.  
Adding a file, folder, web document, widget or any functionality.
  - vii. Renaming URLs of existing web documents.
  - viii. Taking down the website or part of the website.
  - ix. 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.
  - x. Changes in the site architecture
  - xi. Changes in the anchor text

- xii. Making any changes on an optimized web page
- h. **Damonaz Design, LLC** 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 US \$95.00 per hour.
- i. Client understands that his SEO alone can't be held responsible for his site's and/or business's success or failure.
- j. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to **Damonaz Design, LLC** 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 **Damonaz Design, LLC** and its subcontractors from any liability or suit arising from the use of such elements.

## 8. When this agreement comes to an end

This agreement comes to an end when either party decides to cancel it (30 day written notice is required). The agreement can also be ended by mutual agreement of the parties involved in agreement if it becomes impossible to carry out the obligations specified in the agreement 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 agreement. Jurisdiction means the place where your dispute will be heard. This Agreement (Agreement) shall be governed by the laws of United States and the state of Florida and the parties submit to the exclusive Jurisdiction of the courts of Fort Myers, Florida in respect of any dispute or difference between the client and **Damonaz Design, LLC** arising out of this Agreement (Agreement). 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 **Damonaz Design, LLC**; However in this case, arbitrator's decision is considered to be final and cannot be disputed or appealed in the court of law.

*This agreement is all inclusive and no other oral or written agreement exists between the two parties stated in this agreement. By signing this agreement you agree that you fully understand this agreement, you are legally competent and authorized to enter into the agreement and you sign this agreement on your 'own free will' without any undue influence, misrepresentation of facts or by mistake. You also represent and warrant to **Damonaz Design, LLC** that you have no interest or obligation which is inconsistent with or in conflict with this agreement or which would prevent, limit, or impair **Damonaz Design, LLC** performance of any part of this agreement. You agree to notify **Damonaz Design, LLC** immediately if any such interest or obligation arises.*

# Exhibit A

## Scope of Services

We are authorized to use specific keywords and/or phrases agreed upon by both parties in developing and improving the ranking of the client's site(s) in the search engines (i.e. Google, Bing, and Yahoo) and in the optimization, marketing & analysis of all pages within the client's website with the primary goal of driving increased natural traffic overtime.

**Damonaz Design, LLC** is committed to provide following services (Based On Plan Chosen):

1. **Website Audit Analysis**- 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 engage within the site, 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** – Analysis providing 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** – Research providing 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 our website audit analysis, so that the website works for the client's business and are 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. **Content Writing Optimization** – We reword (as needed) website content to enhance appeal for search engines and visitor engagement. We ensure the right keyword mix is used that better identifies to visitors and search engines what the site is currently about. We also may reposition web buttons, text content or

modify or develop additional contact forms for specific “goal” conversion activities within any given page. Of course before any repositioning of content within any page is done, we will present that for approval.

7. **Link Building** – We build out/acquire/request links from vast array of websites to improve the ranking potential of your website in search engines and to rank for targeted keyword phrases.
8. **Article Marketing**- We develop and promote content via third party & publishing sites (press releases, articles, blogs, websites) which helps in getting additional quality traffic and links to your site not only improving conversion rates but also building your website’s brand & reputation.
9. **Social Media Optimization**- We develop methods to generate publicity through social media avenues like blogs, forums, social bookmarking site, social networking sites (Facebook, Google Business, Twitter, etc.) We will post on a weekly/monthly basis featured content that will be relevant for that month’s target market & keyword (s) – frequency dependent on plan chosen.
10. **SEO Analysis** – We continuously monitor the effectiveness of our SEO campaign and send you in-depth monthly/quarterly traffic and rankings reports. We also provide weekly snapshot reports that highlight top side traffic engagement

## Goals & Deliverables

The ultimate goal of this engagement is to increase awareness of client’s brand, website and products through website traffic increases resulting from keyword ranking increases, search engine impression increases & social media engagement increases. The following is a recap of our objectives:

1. Increase organic traffic to client ’s website
2. Increase overall traffic & user engagement on website
3. Increase organic SEO keyword positioning to top pages
4. Properly capture prospective demographics from SEO campaign
5. Properly capture prospective demographics from Social Media Posts and/or Campaigns
6. Properly capture prospective demographics in any Digital PPC related campaigns.

## Out of Scope

Client agrees that the following is not included as covered in this agreement:

**“Applications Development”** Defined as development of custom applications such as accounting packages, CRM software, ERP software, EMR/EHR software, Shopping Carts, Plugin or Modules, etc., that are not specifically mentioned herein fall outside the scope of this agreement.

**“Website Development”** Defined as the cost associated with creating web enabled applications such as mobile applications, database back ends, etc., that are not specifically mentioned herein fall outside the scope of this agreement. This also includes any website update requests that are not deemed to be part of SEO optimization.

Out of scope work will be quoted and invoiced separately at an hourly rate of \$95 per hour (billed at 0.25 increments).

## Definitions

To bring clarity into this agreement, we are going to define some SEO terms/jargons which we have used in the agreement. Our goal is to develop an agreement in plain English which is mutually understood by all the parties entering into the agreement 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 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](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/nearby 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 in an unnatural manner.*

*“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.*

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

*“Article Marketing” – Taking new, existing & modified content and promoting it online via many different online news and network platforms.*

**“Content Writing”** – Writing articles, blogs and general content that actively promotes the website & company brand containing the proper keyword density mix that is compelling to the reader to entice engagement from visitor to 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. According to Matt Cutts, The head of Google’s webspam prevention team, defines Link Bait as anything “interesting enough to catch people’s attention.

**“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 by **Damonaz Design, LLC** for carrying out search engine optimization services