

These Business Listing Terms and Conditions are between E-Listing Ltd (hereinafter referred to as "EL") and you (hereinafter referred to as "Client") for the provision of business listing optimisation services and related services.

- EL will provide Client with Business Listing Optimisation Services (hereinafter referred to as "LOCAL SEO") as described in these terms. EL will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client's business listing.
- 2. The fee for the LOCAL SEO services are as per package selected plus VAT and all prices are guaranteed for the duration of the time with EL. Upgrades and downgrades are permitted at any time with 30 days' written notice. All fees are paid on a monthly basis until the Client or EL provide 30 days' written notice of termination. Written notice should be given to hello@e-listing.co.uk
- 3. EL's LOCAL SEO services are intended to serve two main purposes:
  - to provide the Client with increased ranking in the business listings, and
  - to drive targeted online traffic to the business listing.
- 4. EL's LOCAL SEO Services will include (but are not limited to):
  - Researching keywords and phrases to select appropriate, relevant search terms (up to 5 phrases).
  - Obtaining "back links" from other related websites and directories in order to generate link popularity and traffic.
  - Editing and/or optimisation of Google Plus page for keywords, images and page text as necessary.
  - Analysis and recommendations on client's website structure, navigation, code, etc.
    for best LOCAL SEO purposes.
  - Recommend, as required, content of the client's website for the purpose of improving rank.



- Create traffic and ranking reports for the client's business listing.
- For the purposes of receiving optimised LOCAL SEO services, Client agrees to provide the following:
  - Administrative/backend access to the Google Plus Page for analysis of content and structure.
  - Permission to make any necessary changes for the purpose of optimisation, and to communicate directly with EL regarding these changes
  - Unlimited access to clients existing Google Plus Page.
  - Authorisation to use client pictures, logos, trademarks, website images, content, etc.,
    for any use as deemed necessary by EL for business listing optimisation purposes.
  - If Client's Google Plus Page is lacking in textual content, Client will provide additional text content in electronic format for the purpose of completing Google Plus Page requirements. Alternatively, EL can create text content when the client has not provided any for EL. Client agrees that this content can be used as it is deemed necessary for LOCAL SEO.
- 6. Client must acknowledge the following with respect to LOCAL SEO services:
  - Fees are only refundable when the EL Guarantee has not been met.
  - All fees, services, documents, recommendations, and reports are confidential.
  - EL has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
  - Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, EL does not guarantee positions or consistent top 10 positions outside of the guarantee period for any



particular keyword, phrase, or search term. EL will make every effort to maintain a consistent top 10 ranking and minimise fluctuations.

- Google has been known to hinder the rankings of new business listings (or websites) until they have proven their viability to exist for more than "x" amount of time. This is referred to as the "Google Sandbox." EL assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
- Occasionally, search engines will drop listings for no apparent or predictable reason.
  Often, the listing will reappear without any additional LOCAL SEO. Should a listing be dropped during the LOCAL SEO campaign and does not reappear within 30 days of campaign completion, EL will increase optimisation services of the business listing based on the current policies of the search engine.
- Linking to "bad neighbourhoods" or getting links from "link farms" can seriously damage all LOCAL SEO efforts. EL does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.
- EL is not responsible for changes made to the business listing by the client or other parties that adversely affect the search engine rankings of the Client's business listing.
- Additional Services not listed herein (such as managing pay-per click campaigns) will be provided based on individual fee proposals from EL.
- 9. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to EL for inclusion on the business listing, are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend EL and its subcontractors from any liability or suit arising from the use of such elements.
- 10. EL is not responsible for the Client overwriting LOCAL SEO work to the Client's business listing. (e.g., Client uploading over work already provided/optimised).
  - Client agrees to the instances in which a refund may be issued as per below.



- EL offers a money back guarantee on certain products. On Business Listing packages, EL guarantees that the clients business listing will reach the first 10 business listings on Google, for a minimum of one keyword or associated keyword, in the client's local area as determined by Google Maps, within 60 days from verification date. Failure to do this will entitle the client to a full refund. For clients purchasing the Top 3 Package, EL guarantees that the client's business listing will reach the first 3 business listings on Google, for a minimum of one keyword or associated keyword, in the client's local area as determined by Google Maps, within 90 days from verification date. Failure to do this will entitle the client to a full refund of the Top 3 Package (£20 per month).
- Verification as stated by EL refers to the date in which EL receives manager access to the clients existing verified Google Plus Page, or the date that the client provides the PIN number received via post from Google in the instance that EL has set up a brand new Google Plus Page for the client.
- EL is not responsible for any delays in verification caused by lack of client communication, time taken to extend manager access to existing Google Plus Page, delays in post or failure to provide the PIN that arrives by post to the client's business address.
- EL will send out weekly reminders via email for the customer to take action and complete verification process. In the instance that a client cannot access their existing Google Plus page, EL will contact Google directly on behalf of the client to assist in the client obtaining access. EL is not responsible for the delays that occur due to waiting on correspondence or cooperation from Google.
- Client understands that ranking fluctuations outside of the guarantee period are not subject to refunds as are natural aspects of Google's search engine procedures.



- Client understands that any failed or defaulted payments within the duration of time with EL will therefore forfeit the clients right to a refunds and time line guarantees as this affects the LOCAL SEO completed.
- 11. EL will begin services as soon as payment has been received by the client. The client accepts that their selection of payment method and provision of payment details to our sales representative or customer service representative creates a binding verbal agreement. Cancellation can then only be carried out by providing 30 days' written notice.
  - The nominated payment method will be charged on a monthly basis to the value agreed at point of sale + VAT.
  - The nominated payment method will be charged the set up fee to the value agreed at point of sale + VAT.
- 12. EL will send out monthly reports to the email provided by the client on ranking and traffic once verification has been completed.
- 13. The client understands that packages involving ranking in surrounding areas within a certain radius are subject to availability. EL cannot predict frequency of rank on keywords in surrounding areas as this is solely controlled by Google.
- 14. EL will send out notices via email to the client to the email address provided by the client on the Reserve Form. It is the responsibility of the client to keep this email current and correct. Emails sent to the client by EL is conclusive proof of receipt.
- 15. EL will assist in every way possible to manage the client's reviews online but are not responsible for content of any reviews posted on Google Plus page. The client understands EL are unable to delete or edit reviews.
- 16. The client understands that EL are not owned or affiliated with Google. EL is an independent company specialising in LOCAL SEO services.