



TERMS & CONDITIONS

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1. Agreement

Client agrees to give Paramount Webmasters all necessary information and provide administrative access for the submission and optimization of the site in a timely manner upon receiving payment for the project.

2. Charges

Charges for services provided by Paramount Webmasters will be defined in a written quote sent to the Client. The full amount is due before the project can be started, unless another arrangement has been specified. If the invoice has not been paid in full, the remainder due must be paid according to the arranged date.

3. Payment

If the full amount was not paid initially, Client will receive a final invoice upon completion of the project. At that time, the remaining balance is required. Payment may be made by check, credit card or purchase order.

4. Default

Projects unpaid fourteen (14) days following the completed invoice date will be considered in default unless arrangements have been previously made. Checks returned for insufficient funds will be assessed a return charge of \$25.00, and considered in default until full payment is received. Clients with an account that is in default agrees to pay Paramount Webmasters all reasonable expenses, including attorney fees and costs for collection by third-party agencies, incurred by Paramount Webmasters to enforce these Terms and Conditions.

5. Guaranty

PWM does NOT GUARANTEE #1 ranking / position for any keyword or key phrase on any search engine.

PWM GUARANTEES as part of its SEO services that 5 to 10 of the 35 to 50 keywords (agreed upon by client and PWM) will achieve top positions on at least 5 to 10 of the major search engines within 90 to 120 days. Please click [here](#) for the list of all the major search engines

The 90 to 120 day shall commence upon mutual agreement of the keyword list and client has provided PWM with tools necessary to modify clients website (for example FTP info).

## 6. Refund Policy

A refund is available to the client if it is shown that despite all our webmasters' recommendations with respect to optimization and any other necessary changes performed on the Client's website, the rankings stated in our guarantee policy (see Section 7) have not been achieved by the end of the time period given. This refund will only be forwarded to the client once the intellectual property of PWM has been secured as specified in Section 9.

... and there has been no significant increase in traffic from search engines through natural placements using our traffic counter provided by a third party ([www.hitslink.com](http://www.hitslink.com)).

A client is also entitled to a refund if all recommendations to client's website has been met but there has been no significant increase in traffic and rankings. In case of websites that PWM does not have access to, client must make sure that all recommendations by our webmasters are adhered to.

## 7. Cancellation

In the event of a cancellation of service, in which a client no longer wishes to receive our search engine submission and optimization service and indicates that we stop submitting and optimizing the Client's website; **Paramount Webmasters reserves the right to remove the work we have done to your site** including meta-tag, links, additional pages and any other changes made to improve the rankings of the Client's website. This is considered intellectual property and as such remains the property of Paramount Webmasters.

A client can cancel within first 3 business days of signing up with PWM without penalty. In the event of cancellation of service after the first 3 business days but within 10 days, there will be a 25% penalty (i.e. after 3 days but before 10 business days). **Monthly payments are non-refundable.** You can cancel your service prior to next billing date.

There will be no consideration of refund after the 120 days has expired for all SEO services. Client is not entitled to a refund due to business closure, lack of sales, natural disaster, hardship, etc.

**ALL CANCELLATIONS MUST BE IN WRITING.**

## 8. Confidentiality

In order to carry out a business relationship, Paramount Webmasters and the Client may share certain confidential information, including without limitation, certain personally identifiable financial information

concerning Paramount Webmasters and the Client's company information (the "Confidential Information"). Paramount Webmasters recognizes and acknowledges that The Client and Paramount Webmasters could incur liability and damages in the event of any use or disclosure of the Confidential Information outside the scope of the use contemplated by this Agreement. By sharing the Confidential Information with the Client, Paramount Webmasters agrees that any and all information that may be furnished to it will be used solely for the purpose of or in connection with Web-design and Web site promotion from Paramount Webmasters for the Client.

Paramount Webmasters agrees to maintain the confidentiality of the Confidential Information and not to disclose the Confidential Information to any persons other than

9. Confidentiality (continued)

- (i) Those employees, directors, officers, accountants, attorneys and representatives (the "Representatives") who require such Confidential Information in order for Paramount Webmasters to conduct business with the Client and for the purposes described above in the ordinary course of business,
- (ii) Paramount Webmasters agrees that it will not use any Confidential Information in a manner that would be in violation of Federal or State Business laws or regulations or other applicable law.

Paramount Webmasters agrees to treat the Confidential Information with the same degree of care and according to the same processes and procedures that Web Design Companies uses to safeguard its own Confidential Information, including the personal information of the company's Clients.

The provisions of this agreement shall apply to all information shared pursuant to this Agreement.

1) Protection of Confidential or Exempt Information. Except as provided in this Agreement, or by applicable law, Paramount Webmasters will not disclose any information in its possession that was obtained from the Client and identified as Confidential or exempt information, regardless of the form of the information.

2) Identification of Confidential or Exempt Information. When information is provided by the Client, the Client will clearly mark all confidential or exempt information and identify itself as the source of the information prior to transmittal to Paramount Webmasters. The Client and Paramount Webmasters may agree on a method of marking or otherwise identifying confidential or exempt information.

3) No Waiver. The Client agrees that disclosure of confidential or exempt information to Paramount Webmasters pursuant to this Agreement does not waive any claim that the information is confidential or exempt.

The obligations under this Agreement will survive the termination of any present written agreement entered between the parties in connection with particular products, services, or transactions.

#### 10 Claims Period

This agreement may be amended only by a writing signed by the client and Paramount Webmasters. Any disagreements with the terms and conditions outlined above must be made by the client in writing within a period of seven (7) days after ~~delivery~~ of the sales invoice. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.