

Briquesetclics.fr website optimisation standard terms and conditions.

Agreement in writing to Briquesetclics' "Letter of Review or "Letter of Engagement" constitutes agreement to these terms and conditions.

General

Briquesetclics.fr (hereinafter referred to as "The Reviewer ") will conduct work for The Client ("The Client") as detailed in a "Letter of review" ("Initial Engagement") or "letter of engagement" (formal "Ongoing SEO Services") only where agreement is received in writing either by e-mail, mail or fax.

Guarantees: For all services contracted, The Reviewer provides no Guarantees of Page Ranks or Positions. The Reviewer neither represents, nor warrants that The Client's URLs will achieve a specific result or position in any Search Engine. The Client acknowledges, that no SEO company can guarantee specific outcomes or positions. The search-engine lifecycle takes at least 3 months to show significant effect from changes made to a site and stable search criteria and rankings can take up to 6 months to become clear. Search engine companies also change search algorithms from time to time which may impact work already performed and the rankings of a site will also be subject to fluctuation as a result of the activities of competitor sites.

What The Reviewer can guarantee is that:

- It will not recommend or undertake unethical practice known to be ineffective or known to lead to search-engine black-listing;
- It remains up to date with latest best practice. All recommendations made will be on the basis of current best practice and will be made in good faith, designed to give your site the best possible chance of improved ranking at the time they were made;
- The Reviewer is an Accredited Internet Marketing Consultant with APEX-Pacific and The Client has ultimate recourse to Apex-Pacific to cross-check activities of The Reviewer or even complain. Apex Pacific can be contacted via [Http://www.apexpacific.com](http://www.apexpacific.com).
- All recommendations and subsequent activities will be clearly stated, explained and time-boxed and subject to full client agreement. All changes performed by the Review will be fully audited and presented to The Client.

Loss of Service: The Reviewer guarantees that none of the activities it performs result in loss of Client website services. The Reviewer cannot accept responsibility for any losses incurred due to malfunction of the website or underlying internet service provision or with any part of it either during or following the review.

Liability: Under no circumstances shall The Reviewer 's liability to The Client exceed the amount paid to The Reviewer for a specific piece of work as documented in either a Letter of Review or Letter of Engagement.

Initial Engagement:

"Initial Engagement" will produce a time-boxed, specific audit of the site's current searchability status based on the details in the "Letter of review".

The Client agrees to cooperate with The Reviewer before and during an "Initial Engagement" by providing The Reviewer with such details as may reasonably be asked to perform the "Initial Engagement".

During an "Initial Engagement" no changes to site content will be performed by "The Reviewer ".

The Reviewer will produce a report as detailed in the "Letter of review" following completion of the "Initial Engagement".

The Review fees agreed in the Letter of review" are payable in full upon production of the report and are non-refundable.

The report shall not bind The Client to The Reviewer for any subsequent work.

The report shall not bind The Client to perform any of the changes recommended in the report. All such changes made as a result of publication of the report are entirely at the discretion of The Client.

The report shall not bind The Reviewer to The Client for any subsequent work.

The report shall not bind The Reviewer to perform any changes recommended in the report. All such changes emanating from report recommendations are to be subject to an agreement of "formal ongoing SEO services" subject to a separate Letter of Engagement.

Formal Ongoing SEO Services:

Formal "Ongoing SEO Services" may take several forms:

- 1) Specific, time-boxed, price-boxed activity based on specific recommendations and subject to a Letter of Engagement.
- 2) Ongoing monthly services based on specific criteria, time-boxed, price-boxed and subject to a Letter of Engagement.
- 3) A combination of 1 & 2.

The Reviewer shall invoice The Client according to the schedule detailed in the letter of Engagement for ongoing SEO services. It is The Reviewer's policy that any outstanding accounts for work carried out by The Reviewer are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with The Reviewer, failure of which may be grounds for immediate termination of the engagement.

The Client agrees to cooperate with The Reviewer before and during "Ongoing SEO Services" by providing The Reviewer with such details as may reasonably be asked to perform the ongoing services. The Client agrees to complete activities required of the "Ongoing SEO Services" to the agreed standard and within the set deadline and shall not withhold payment of fees for ongoing services where delay has been due to The Client's breach of the above.

Subject to specific agreement and restrictions documented in the letter of engagement with The Client, The Reviewer will be granted access to The Client's site FTP servers to be able to make optimisation changes to the site without constant recourse to The Client.

Such changes will be fully scoped and agreed with The Client under the letter of engagement and fully audited for The Client each time they are made.

The Reviewer will raise to The Client's attention any further work that is not covered by the Letter of Engagement, for consideration by The Client;

The Client shall keep The Reviewer informed for the duration of the ongoing SEO services, of any major design changes planned for the site for business reasons.

Intellectual property and copyright:

The Reviewer cannot take responsibility for any copyright infringements caused by site content created by The Client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The Reviewer undertakes to The Client that it shall neither recommend nor introduce material to The Client's site which might itself be an infringement of someone else's copyright.

Because HTML code can be viewed by anyone on the internet, The Reviewer cannot guarantee to The Client, that ideas and recommendations made to The Client during the course of an "Initial review" or "Ongoing SEO Services" will not, over time, be copied or emulated by competitor sites.

The Reviewer reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

Disclaimers and limitations on liability

Notwithstanding The Reviewer's liability shall not exceed the fees paid for SEO service, the following is agreed:

1. The Reviewer will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.
2. The Reviewer will not be liable for costs incurred, compensation or loss of earnings imputed to a real or perceived decline in search engine ranking of The Client's site. The Client agrees that no guarantees can be made of specific search ranking results and that such results can be negatively impacted by factors outside the immediate control of The Client and The Reviewer (such as a change in ranking rules by Search Engine Companies and the activities of competitor sites to The Client).
3. The Reviewer shall not be responsible for URLs dropped or excluded by a search engine for any reason.
4. The Client expressly agrees that use of the The Reviewer's Services provided hereunder is at your sole risk. The Reviewer expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.
5. Notwithstanding precautions taken against disclosure of information, there are security conditions that exist on the Internet generally which are outside The Reviewer's control and could result in a breach of the site's security. Accordingly, The Reviewer cannot guarantee that The Client's site will be free from corruption or piracy. You hereby expressly waive any claim against The Reviewer arising out of the loss of data through corruption, piracy, breach of security or for any other reason that is not based on intentional or grossly negligent actions of The Reviewer.

6. To the maximum extent allowed by law, The Reviewer , its officers, directors or employees shall not be liable for any direct, indirect, special, incidental or consequential damages (no matter how they arose, including negligence), or for interrupted communications, lost data or lost profits, arising out of or in connection with the Services provided. This section does not limit liability for bodily injury of a person.

Termination

Either party may terminate "Ongoing SEO Services" in writing and with notice of one calendar month.

Non-delivery of agreed services or non-payment for agreed services within the agreed schedule is reasonable grounds to waive the notice of one calendar month in which case either party would be within their right to terminate an engagement immediately.

Complaints Procedure

Anyone who experiences a problem with the SEO service provided by The Reviewer should raise the matter directly with The Reviewer first, to allow adequate time and activity to redress the cause of the complaint. Should The Client have continued dissatisfaction with The Reviewer , they may take the matter up with Apex-Pacific directly, noting that Apex's sole responsibility in the matter extends only to removal of The Reviewer 's accreditation and nothing else. Apex Pacific can be contacted via [Http://www.apexpacific.com](http://www.apexpacific.com)