



## Terms & Conditions for SEO

### 1. The Service

**1.1** These Terms & Conditions govern your use of TechXimum Solutions (the "Service"), an Internet marketing setup and subscription service operated by TechXimum Solutions that provides users with access to the Website's marketing and hosting service and/or Search Engine Marketing services (SEO) Search Engine Optimisation (TechXimum). SEO (TechXimum) is provided to you by TechXimum Solutions on an "AS IS", "AS AVAILABLE" basis subject to the provisions contained herein for your personal or business use only. Any other use or attempt to use TechXimum Solutions for other purposes, directly or indirectly, by you or by a third party is prohibited.

**1.2** Unless explicitly stated otherwise, any new features that augment or enhance the current service shall be subject to these Terms and Conditions of Service. The service consists of search marketing services/search engine optimisation. Your participation in the Service is conditional upon your acceptance of these stated terms and conditions. Please read the following terms and conditions. Your acceptance of these terms and conditions is indicated by your payment for the services.

**1.3** TechXimum Solutions reserves the right, at its discretion, to change or modify all or any part of these Terms and Conditions at any time. Such changes or modifications shall be effective immediately upon notice published on the [www.techximum.com.au](http://www.techximum.com.au) site, your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by TechXimum Solutions as permitted above. If at any time these Terms and Conditions are no longer acceptable to you, you should immediately terminate your subscription to the Service in writing.

### 2. Disclaimer of Warranties

**2.1** You expressly agree that entering or using TechXimum Solutions is at your own risk. No warranty, representation, condition, undertaking or term – express or implied, statutory or otherwise – including but not limited to the condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability, or fitness for a particular purpose or use of TechXimum Solutions is given or assumed by all such warranties, representations, conditions, undertakings and terms are hereby excluded.



**2.2** TechXimum Solutions makes no warranty that TechXimum Solutions will meet your requirements, or that TechXimum Solutions will be uninterrupted, timely, secure, or error free; TechXimum Solutions makes no representations as to the suitability of the information available on or through TechXimum, including but not limited to user amended sites, for any purpose nor about its legitimacy, legality, validity, accuracy, correctness, reliability, quality, stability, completeness or currency.

**2.3** TechXimum Solutions makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will generate any increase in sales, business activity, profits or any other form of improvement for your business or any other purpose.

**2.4** TechXimum Solutions makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will lead to any clicks to your business or other information.

**2.5** TechXimum Solutions makes no warranty that a Search Engine Marketing or Search Engine Optimisation campaign will lead to consistent exposure of your business or your keywords during your subscription period (including but not limited to, the position your advertisement is placed on a search result page or the frequency and time of day that your advertisement is displayed). All such information on the user-amended sites is provided by the users.

**2.6** The information available on or through TechXimum Solutions user amended sites is not reviewed, controlled or examined by TechXimum Solutions in any way before it appears on TechXimum.

**2.7** TechXimum Solutions does not endorse, verify or otherwise certify the contents of any such information. Users are solely responsible for the contents of their websites and may be held legally liable or accountable for the contents of their websites (including without limitation in connection with infringement of intellectual property rights of any other party).

**2.8** TechXimum Solutions does not warrant or guarantee: that any information available on or through TechXimum Solutions will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminative or destructive properties; that the information available on or through TechXimum Solutions will not contain adult-oriented material, or material which some individuals may deem objectionable; or that the functions or services performed by or through TechXimum Solutions will be uninterrupted or error-free, or that defects in TechXimum Solutions will be corrected. It is the sole responsibility of the user to isolate software and information, execute anti-contamination software and otherwise take steps to ensure that software or information, if contaminated or infected, will not damage user's information or system.



### 3. Cancellations Policy

**3.1** You must notify TechXimum Solutions if you do not wish to renew your subscription/monthly management before the end of the current billing cycle. TechXimum Solutions will automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files.

**3.2** TechXimum Solutions reserves the right, at its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability. TechXimum Solutions may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

### 4. Fees and Payments

**4.1** You agree to pay all fees and charges incurred by you or any third party using your Service account (whether or not authorised by you) at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to applicable taxes, and charges for any products or services offered for sale through the Service by TechXimum Solutions or by any third party.

**4.2** The setup must be paid in full to TechXimum Solutions before any work on your Service, Search Engine Marketing / Search Engine Optimisation will begin.

**4.3** Your right to use the Service is subject to any limits established by your credit card company if billing is through a credit card. You shall be responsible for obtaining all telephone, telephone access lines, computer equipment and other products or services necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service (e.g. charges imposed by an Internet access provider, or your local telephone company). Ongoing hosting and Search Engine Marketing / Search Engine Optimisation fees will continue automatically, at the end of your subscription until such time as we receive a cancellation in accordance with our Cancellations Policy.

**4.4** TechXimum Solutions shall provide you with a Search Engine Optimisation Service whilst this agreement is in effect, subject to the account being on ongoing management and no outstanding monies.

**4.5** If your instalment payment has not been made, as per your payment terms, your account will be suspended until payment has been received and a reactivation fee of \$50 will apply. If there is no payment after 90 days for an instalment, as per the payment terms, the account will be cancelled and the account will not be subject to any form of a refund. Cancelled accounts cannot be reactivated and any account history or information will not be retrievable.



Empowering Businesses Through Technology

This agreement is to be governed by the laws of the State of Queensland and the parties hereby submit to the jurisdiction of the courts and Tribunals of Queensland and of the courts hearing appeals from those courts and Tribunals.