

CLICK WISE DESIGN

SEARCH ENGINE OPTIMIZATION (SEO)

TERMS OF SERVICE

Effective Date: May 8, 2026

PLEASE READ THESE SEO TERMS OF SERVICE CAREFULLY BEFORE USING CLICK WISE DESIGN'S SEO SERVICES. BY SIGNING OR SUBMITTING ANY ORDER FORM THAT REFERENCES THESE TERMS, BY SUBMITTING PAYMENT, OR BY OTHERWISE ACCESSING OR USING OUR SEO SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND BY THE CLICK WISE DESIGN GENERAL TERMS OF SERVICE. THESE TERMS INCLUDE A SIX (6) MONTH MINIMUM COMMITMENT (SECTION 5). IF YOU DO NOT AGREE, DO NOT USE OUR SEO SERVICES.

1. Relationship to the General Terms

These Search Engine Optimization Terms of Service (the "SEO Terms") are a Product ToS that supplements and incorporates the Click Wise Design General Terms of Service (the "General Terms"), available at clickwisedesign.com. Capitalized terms not defined here have the meanings given to them in the General Terms. In the event of a conflict between these SEO Terms and the General Terms, these SEO Terms control solely with respect to the SEO Services. The Client's Order Form for SEO Services controls over both.

By accepting these SEO Terms, the Client confirms that it has read, understood, and agreed to the General Terms in addition to these SEO Terms.

2. The SEO Services

2.1 Scope of Services

Click Wise Design will provide search engine optimization services for the Client's website and online presence (the "SEO Services"). The specific package, deliverables, and features applicable to the Client are set forth in (a) the Click Wise Design pricing page available at clickwisedesign.com/local-seo-packages/ (the "Pricing Page"), as it exists at the time the Client subscribes, and (b) the Client's Order Form and invoice. The Order Form and invoice control over the Pricing Page in the event of a conflict.

Depending on the package selected by the Client, the SEO Services may include:

- Keyword research, selection, and targeting strategy;
- On-page SEO (title tags, meta descriptions, headings, internal linking, image optimization, schema markup);
- Technical SEO (site speed, crawlability, indexing, mobile usability, sitemaps, structured data);
- Content creation, optimization, and editorial support;
- Local SEO and Google Business Profile ("GBP") optimization;
- Citation building, business listing management, and NAP consistency;
- Link building, outreach, and authority development;
- Competitor analysis and market research;
- Monthly reporting and performance review; and
- Such other SEO-related services as set forth on the Pricing Page or the Client's Order Form.

The SEO Services are advisory and optimization services. Click Wise Design does not control search engines, search algorithms, or the ranking decisions of Google, Bing, or any other search platform.

2.2 What Is NOT Included

Unless expressly stated in the Client's Order Form, the SEO Services do not include:

- Website design, redesign, hosting, or maintenance, which are governed by separate Click Wise Design Product ToS documents;
- Paid advertising spend, paid advertising management, or pay-per-click campaigns;
- Local Services Ads management, which is governed by a separate Click Wise Design Product ToS;
- Conversion rate optimization ("CRO") beyond what is required for SEO purposes;
- Public relations, social media management, email marketing, or paid lead generation;
- Custom software development or integrations;
- Tax, legal, accounting, or insurance advice; or
- Services to remediate damage caused by prior SEO providers, malware, hacks, or Google manual actions, except where expressly agreed in writing.

2.3 Modification of the Services

Click Wise Design may update, modify, enhance, or discontinue features of the SEO Services at any time, including in response to changes search engines make to their algorithms, ranking factors, guidelines, or webmaster policies. We will use reasonable efforts to provide notice of material changes.

3. Client Property, Access, and Content

3.1 Client Ownership

The Client is and remains the sole owner of the Client's website, domain names, Google Business Profile, Google Search Console account, Google Analytics account, business listings, online reviews, and any associated assets (collectively, the "Client Properties"). Nothing in these SEO Terms transfers any ownership of the Client Properties to Click Wise Design. Click Wise Design is granted limited access to the Client Properties solely for the purpose of providing the SEO Services.

3.2 Access

The Client shall promptly provide Click Wise Design with the access required to perform the SEO Services, including admin or appropriate-level access to the Client's website (CMS, hosting, FTP, or platform admin as applicable), Google Search Console, Google Analytics, Google Business Profile, business listing platforms, and any other systems reasonably required to perform the SEO Services. The Client shall not revoke, restrict, or interfere with Click Wise Design's access during the term of the Services. If access is revoked or restricted, Click Wise Design may suspend the SEO Services without liability and without relieving the Client of payment obligations, including the Client's obligation to pay all fees for the remainder of the Initial Term.

3.3 Content Ownership and License

Subject to full payment of all amounts owed under this Agreement, the Client owns the customer-facing content created for the Client by Click Wise Design as part of the SEO Services (such as page copy, blog posts, and meta descriptions). Click Wise Design retains all right, title, and interest in and to its underlying SEO methodologies, processes, tools, templates, research databases, link prospect lists, citation infrastructure,

and reusable components (the “Click Wise SEO IP”), and the Client receives only the limited license to the Click Wise SEO IP that is described in Section 3 of the General Terms.

3.4 Access Removal Upon Termination

Upon termination of the SEO Services for any reason, Click Wise Design will remove its access from the Client Properties within a reasonable time. The Client is responsible for retaining its own copies of any reports, deliverables, or content it wishes to keep. Click Wise Design has no obligation to retain or transfer Client data, reports, or deliverables following termination beyond a reasonable transition period.

4. Fees and Billing

4.1 Fees

Fees for the SEO Services are set forth on the Pricing Page and in the Client’s Order Form or invoice. The Client’s Order Form or invoice controls over the Pricing Page in the event of a conflict. Fees do not include optional add-ons, paid advertising, third-party software costs, third-party tool subscriptions, or other amounts that are billed separately.

4.2 Billing and Payment

Unless otherwise specified in the Client’s Order Form, fees are billed monthly in advance, including during the Initial Term described in Section 5.1. By entering into this Agreement, the Client authorizes Click Wise Design to charge the Client’s designated payment method on a recurring monthly basis for the SEO Services. The Client further authorizes Click Wise Design to retry failed or declined charges and to charge any updated payment method on file (including replacement cards issued by the Client’s bank or card network) until payment is successfully collected. The Client shall pay each invoice within five (5) days of receipt. All payments are non-refundable except as required by applicable law.

4.3 Late Payments and Suspension

If a payment is not received by the due date, Click Wise Design may, without prior notice, suspend the SEO Services until the account is brought current. Suspension does not relieve the Client of payment obligations, including the Client’s obligation to pay all fees for the remainder of the Initial Term. Overdue amounts may accrue interest at the maximum rate permitted by applicable law, and the Client agrees to reimburse Click Wise Design for all reasonable costs of collection, including attorneys’ fees.

4.4 Price Changes

Click Wise Design may change the rates published on the Pricing Page at any time. The monthly fee for the SEO Services will not increase during the Client’s Initial Term. Following the Initial Term, existing Client subscriptions will not be subject to a price increase without at least fourteen (14) days’ advance notice provided via email. The new fee will apply to the Client’s next billing cycle following the notice period. If the Client does not wish to continue at the new price, the Client may cancel under Section 5.2(b) before the new price takes effect. Changes to the Pricing Page that do not affect existing Clients (such as new package offerings, promotional pricing, or pricing for new customers) take effect immediately upon publication and do not entitle existing Clients to retroactive adjustments.

4.5 Taxes

All fees are exclusive of applicable taxes, levies, or duties. The Client is solely responsible for paying any and all taxes associated with the SEO Services. If Click Wise Design determines that sales tax or other transaction taxes

apply, Click Wise Design may add such taxes to the Client's invoice and charge them to the Client's payment method on file in addition to the stated fee, and the Client authorizes such charges.

4.6 No Chargebacks

The Client agrees not to initiate a chargeback, reversal, or payment dispute with the Client's credit card issuer or payment processor for any amounts charged under these SEO Terms. Any disputes shall be handled exclusively under the dispute resolution provisions in Section 9. Initiating a chargeback in violation of this Section is a material breach and entitles Click Wise Design to immediately suspend Services and pursue collection of the disputed amount and all related fees and costs, including reasonable attorneys' fees.

5. Term, Minimum Commitment, and Cancellation

5.1 Initial Term and Renewal

The SEO Services begin on the Effective Date set forth in the Client's Order Form and continue for an initial term of six (6) consecutive months (the "Initial Term"). The Initial Term is a minimum commitment, and the Client is obligated to pay the monthly fee for all six (6) months of the Initial Term.

Following the Initial Term, the subscription automatically renews on a month-to-month basis at the then-current rate (each renewal month, a "Renewal Term") until canceled in accordance with Section 5.2(b). The Initial Term together with any Renewal Terms are referred to as the "Term." No new minimum commitment arises upon renewal unless the parties agree otherwise in writing in a new or amended Order Form.

The Client acknowledges that search engine optimization is a long-term effort that requires sustained work over multiple months before results are typically observable, and that the Initial Term reflects the level of commitment required for the SEO Services to be performed as designed. The Initial Term is not a guarantee of any result, and Sections 7 and 8 apply in full during the Initial Term.

5.2 Cancellation by the Client

(a) During the Initial Term. The Client may not cancel the SEO Services for convenience during the Initial Term. If the Client cancels, stops payment, revokes access, or otherwise ceases to use the SEO Services before the end of the Initial Term, the Client remains responsible for the full monthly fee for each remaining month of the Initial Term. All such remaining fees become immediately due and payable as of the effective date of the cancellation, and Click Wise Design may charge the Client's payment method on file for those amounts. Click Wise Design may, at its sole discretion and in writing, agree to waive or reduce the remaining Initial Term fees; no such waiver is effective unless made in writing and signed by an authorized representative of Click Wise Design.

(b) After the Initial Term. Once the Initial Term has ended, the Client may cancel the SEO Services at any time by providing written notice to Click Wise Design at admin@clickwisedesign.com. Cancellation takes effect at the end of the Client's current paid month. The Client will continue to receive the SEO Services through the end of the month already paid for, and will not be billed for the following month.

(c) No Refunds. The Client is not entitled to a refund or credit for any unused portion of any paid month, or for any month of the Initial Term, whether or not the Client uses or receives the SEO Services during that month. All payments are non-refundable except as required by applicable law.

(d) Notice of Cancellation. All cancellation notices must be in writing and sent to admin@clickwisedesign.com. Cancellation requests made by telephone, text message, social media, or to individual personnel are not effective.

5.3 Termination by Click Wise Design

Click Wise Design may suspend or terminate the SEO Services in accordance with Section 5 of the General Terms, and additionally may terminate without prior notice if:

- The Client fails to grant or revokes required access to the website, Google Search Console, Google Analytics, GBP, or other systems required to perform the SEO Services;
- The Client's website is suspended, deindexed, hit with a Google manual action, or otherwise penalized by a search engine for reasons attributable to the Client or to actions taken outside Click Wise Design's scope of work;
- The Client makes substantial changes to the website (including redesigns, platform migrations, content removals, or URL changes) without coordinating with Click Wise Design, and such changes materially impair Click Wise Design's ability to perform the SEO Services;
- The Client directs Click Wise Design to engage in practices that violate search engine guidelines or applicable law; or
- Click Wise Design reasonably determines that continuing the SEO Services would expose Click Wise Design to risk under search engine guidelines, applicable law, or industry standards.

If Click Wise Design terminates the SEO Services during the Initial Term for any of the reasons listed above, for non-payment, or for any other Client breach, the Client remains responsible for the fees for the remainder of the Initial Term, which become immediately due and payable. If Click Wise Design terminates the SEO Services during the Initial Term for its own convenience and not as a result of any act or omission of the Client, the Client's obligation to pay fees for the remaining months of the Initial Term is waived.

5.4 Effect of Termination

Upon termination, the Client's right to receive the SEO Services immediately ceases. Click Wise Design will remove its access from the Client Properties within a reasonable time. Any unpaid amounts owed for Services already provided remain due, and any amounts owed for the remainder of the Initial Term under Section 5.2(a) or Section 5.3 remain due and are not waived by the termination. The Client retains its Client Properties and is solely responsible for managing them following termination, including continuing payment for any third-party tools, subscriptions, or services that were billed directly to the Client.

6. Client Responsibilities

The Client agrees to:

- Maintain accurate, current, and complete business information across the Client's website, Google Business Profile, and online listings;
- Provide and maintain timely access to the Client's website, hosting environment, CMS, Google Search Console, Google Analytics, Google Business Profile, and any other systems required for Click Wise Design to perform the SEO Services;
- Coordinate with Click Wise Design before making material changes to the website (including redesigns, platform migrations, URL changes, content removals, or significant restructuring), and provide reasonable advance notice of any planned changes;
- Promptly review and approve content drafts, keyword strategies, and other deliverables that require Client approval before publication;
- Maintain compliance with all search engine guidelines (including Google's Search Essentials and Webmaster Guidelines) and refrain from engaging in practices that could result in penalties,

including hidden text, cloaking, paid links not disclosed as such, fake reviews, or other prohibited tactics;

- Ensure the Client's website complies with applicable accessibility, privacy, advertising, and consumer protection laws;
- Pay any third-party tool, subscription, or licensing costs that are required to deliver agreed-upon SEO Services and that are billed directly to the Client; and
- Comply with all applicable federal, state, and local laws and regulations governing the Client's business and online activities.

Failure to fulfill these responsibilities may impair the performance of the SEO Services and does not excuse, reduce, or suspend the Client's payment obligations, including for the remainder of the Initial Term. Click Wise Design has no liability for any reduction in performance, ranking decline, traffic loss, deindexation, manual action, or other adverse outcome resulting from the Client's failure to meet its responsibilities under this Section.

7. Search Engine Disclaimers

7.1 Search Engines Control Their Platforms

Search engines including Google, Bing, Yahoo, DuckDuckGo, and others, along with related products such as Google Search, Google Maps, Google Business Profile, Google Search Console, and Google Analytics, are owned, operated, and controlled exclusively by their respective providers. Click Wise Design is not affiliated with, endorsed by, or acting as an agent of Google or any other search engine provider. Click Wise Design has no control over search engine algorithms, ranking factors, indexing decisions, manual actions, penalty decisions, knowledge panel content, featured snippets, or any other search-engine-controlled function.

7.2 No Performance Guarantee

Click Wise Design makes no representation, warranty, or guarantee regarding any of the following, all of which are influenced by factors outside Click Wise Design's control (including competition, market conditions, the Client's website history, the Client's business reputation, search engine algorithms and policy changes, user behavior, and economic conditions):

- Specific keyword rankings, ranking positions, or ranking timeframes;
- Organic traffic volume, traffic quality, or traffic growth;
- Lead volume, lead quality, conversion rates, booking rates, close rates, or revenue;
- Cost per lead, cost per acquisition, or return on investment;
- Domain authority, page authority, or any third-party SEO metric;
- Indexation, deindexation, crawl rate, or sitemap acceptance;
- Approval, eligibility, or maintenance of any Google Business Profile, badge, or qualification;
- Outcomes of reconsideration requests, manual action appeals, or disavow submissions;
- Continued availability of any search engine, search engine product, or search engine feature;
- Permanence, persistence, or continued indexation of any backlink, citation, directory listing, or third-party reference; or
- Any specific result, business outcome, or marketing outcome of any kind.

THE CLIENT ACKNOWLEDGES THAT SEO IS A LONG-TERM EFFORT INFLUENCED BY MANY FACTORS BEYOND ANY ONE PROVIDER'S CONTROL, AND THAT NO PROVIDER (INCLUDING CLICK WISE DESIGN) CAN

GUARANTEE SPECIFIC RANKINGS OR RESULTS. THE SIX (6) MONTH INITIAL TERM DESCRIBED IN SECTION 5.1 IS A MINIMUM SERVICE COMMITMENT AND IS NOT A GUARANTEE THAT ANY PARTICULAR RESULT WILL BE ACHIEVED WITHIN THAT PERIOD OR AT ALL.

7.3 Search Engine Penalties, Algorithm Updates, and Policy Changes

Search engines may, at any time and for any reason, modify their algorithms, change their ranking factors, issue manual actions or penalties, deindex pages or sites, suspend Google Business Profiles, modify their guidelines, or discontinue features or products. Algorithm updates may cause significant ranking and traffic fluctuations. Click Wise Design has no control over and no liability for any such search engine action or change, and the Client's payment obligations to Click Wise Design, including for the remainder of the Initial Term, are not affected by any such search engine action or change.

7.4 Backlinks and Citations Are Not Permanent

The Client acknowledges that no backlink, citation, directory listing, social profile, or third-party reference obtained through the SEO Services is permanent or guaranteed to remain in place indefinitely. Backlinks and citations may be removed, modified, marked nofollow, deindexed, or otherwise lost for many reasons outside Click Wise Design's control, including: the linking site changing ownership, going offline, modifying its content or link policies, deleting pages, charging for previously free placements, being penalized or deindexed by search engines, restructuring its URL system, blocking outbound links, or simply choosing to remove the link. Citation and listing platforms may also remove, suspend, merge, or modify Client listings without notice.

Click Wise Design does not guarantee that any specific backlink, citation, or listing will remain live, indexed, or attributable to the Client for any specific length of time. Click Wise Design is not responsible for replacing backlinks or citations that are lost, modified, or removed after delivery, except as expressly agreed in writing in a specific Order Form. SEO performance is built on a continuously refreshed link and citation profile, and the ongoing SEO Services are designed in part to maintain that profile over time.

7.5 Prior SEO Work and Pre-Existing Penalties

If the Client's website has been the subject of prior SEO work (whether by another provider, prior employees, or the Client itself) that violates search engine guidelines (such as paid link schemes, doorway pages, content scraping, hidden text, or low-quality content), the Client's website may carry algorithmic or manual penalties that take time to address and may not be fully recoverable. Click Wise Design is not responsible for the consequences of prior SEO work and does not guarantee remediation of pre-existing penalties unless expressly agreed in a separate written addendum or Order Form.

7.6 No Legal, Tax, or Insurance Advice

Click Wise Design does not provide legal, tax, insurance, or licensing advice. The Client is solely responsible for understanding and complying with all licensing, advertising, accessibility, privacy, and regulatory requirements applicable to its business and its website.

8. Disclaimers, Liability, and Indemnification

8.1 Disclaimers

THE SEO SERVICES AND ALL RELATED DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF DEALING. CLICK WISE DESIGN DOES NOT WARRANT THAT:

- The SEO Services will meet the Client's specific requirements, business goals, or revenue expectations;
- The SEO Services will be uninterrupted, timely, secure, or error-free;
- The SEO Services will produce any particular ranking, traffic level, lead volume, conversion rate, return on investment, or business result;
- The Client will achieve, maintain, or improve any specific ranking position;
- Any errors or defects in the SEO Services will be corrected;
- Search engines will continue to operate, index the Client's website, or maintain any specific ranking factors or guidelines; or
- The Client will receive, maintain, or retain any search engine listing, badge, qualification, or program eligibility.

THE CLIENT FURTHER ACKNOWLEDGES THAT NO SYSTEM, NETWORK, SECURITY MEASURE, OR SAFEGUARD CAN GUARANTEE ABSOLUTE SECURITY, AVAILABILITY, OR PREVENTION OF ALL UNAUTHORIZED ACCESS, DATA LOSS, MALWARE, RANSOMWARE, OR OTHER SECURITY INCIDENTS. CLICK WISE DESIGN DISCLAIMS ANY WARRANTY THAT THE SEO SERVICES OR THE CLIENT PROPERTIES WILL BE FREE FROM SECURITY VULNERABILITIES OR IMPERVIOUS TO ATTACK, AND THE CLIENT ACKNOWLEDGES THAT IT BEARS THE RISK OF ANY SUCH EVENTS EXCEPT TO THE EXTENT CAUSED BY CLICK WISE DESIGN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Some jurisdictions do not allow the exclusion of implied warranties; in such cases, the above exclusions apply to the fullest extent permitted by applicable law.

8.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLICK WISE DESIGN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF RANKINGS, LOSS OF TRAFFIC, LOSS OF LEADS, LOSS OF CUSTOMERS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF BUSINESS REPUTATION, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE SEO TERMS OR THE SEO SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL CLICK WISE DESIGN'S TOTAL CUMULATIVE LIABILITY TO THE CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SEO TERMS OR THE SEO SERVICES EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS (\$100.00), OR (B) THE TOTAL AMOUNT OF FEES PAID BY THE CLIENT TO CLICK WISE DESIGN FOR THE SEO SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE CLIENT'S JURISDICTION.

The exclusions and limitations of liability in this Section 8.2 do not apply to: (a) the Client's indemnification obligations under Section 8.4; (b) the Client's payment obligations under Section 4 and Section 5; (c) liability arising from a party's gross negligence, willful misconduct, or fraud; or (d) any other liability that, under applicable law, may not be limited or excluded by contract.

8.3 Specific Exclusions for SEO

Without limiting Sections 8.1 or 8.2, Click Wise Design has no liability for:

- Any action, decision, or inaction by Google or any other search engine, including algorithm updates, ranking changes, deindexation, manual actions, penalty assessments, GBP suspensions, knowledge panel changes, or product discontinuations;
- Any decline in rankings, traffic, leads, conversions, or revenue, whether resulting from algorithm updates, competitor activity, market conditions, or any other cause;
- Any consequence of prior SEO work performed before Click Wise Design's engagement, including pre-existing penalties or guideline violations;
- Any consequence of changes the Client makes to the website outside Click Wise Design's scope of work or without coordinating with Click Wise Design;
- Any inaccurate, misleading, or non-compliant business information, advertising claims, or representations supplied by the Client; or
- Any mismanagement, misuse, or compromise of the Client Properties by the Client, the Client's personnel, or any third party other than Click Wise Design.

8.4 Indemnification

To the fullest extent permitted by applicable law, the Client agrees to indemnify, defend, and hold harmless Click Wise Design and its officers, directors, employees, agents, affiliates, and successors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- The Client's use of or access to the SEO Services;
- The Client's violation of these SEO Terms, the General Terms, or any Order Form;
- The Client's violation of any applicable law or regulation;
- The Client's business practices, services performed for the Client's customers, or representations made to the Client's customers;
- Any complaint, claim, or regulatory action by a customer, competitor, or third party arising from the Client's services, advertising, content, or business conduct;
- The Client's violation of search engine guidelines, including any Client-directed practice that results in a manual action or penalty;
- Any inaccurate or non-compliant business information provided by the Client to Click Wise Design or published online; or
- The Client's violation of any third-party rights, including intellectual property, copyright, trademark, or privacy rights.

Click Wise Design reserves the right to assume exclusive control of the defense of any matter subject to indemnification, at the Client's expense, and the Client agrees to cooperate with the defense.

9. Dispute Resolution and Arbitration

9.1 Informal Resolution

Before initiating any formal dispute, the Client agrees to contact Click Wise Design in writing at admin@clickwisedesign.com to attempt to resolve the matter informally. The parties will use good-faith efforts to resolve disputes within thirty (30) days of written notice.

9.2 Binding Arbitration

If informal resolution is unsuccessful, any dispute, claim, or controversy arising out of or relating to these SEO Terms, the General Terms, any Order Form, or the SEO Services shall be resolved by final and binding arbitration administered by JAMS under its applicable rules, rather than in court, except as provided in Section 9.3. The arbitration shall be conducted in English and seated in Collin County, Texas. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

9.3 Exceptions

Either party may bring claims in small claims court if the claim qualifies. Either party may seek injunctive or other equitable relief in a court of competent jurisdiction for infringement or misuse of intellectual property rights or to collect unpaid amounts under these SEO Terms, including unpaid fees for the remainder of an Initial Term.

9.4 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. THE CLIENT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY REPRESENTATIVE PROCEEDING AGAINST CLICK WISE DESIGN.

9.5 Limitation Period

ANY CLAIM, DISPUTE, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THESE SEO TERMS, THE GENERAL TERMS, ANY ORDER FORM, OR THE SEO SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR IT IS PERMANENTLY BARRED. The parties expressly waive any longer statute of limitations or repose to the fullest extent permitted by applicable law. This Section does not apply to claims that, under applicable law, may not be subject to a contractual limitation period.

9.6 Governing Law and Venue

These SEO Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Subject to the arbitration agreement in this Section 9, the exclusive jurisdiction and venue for any legal action shall be the state or federal courts located in Collin County, Texas, and the Client consents to the personal jurisdiction of such courts.

10. Acceptable Use and Conduct

The Client's use of the SEO Services is subject to the acceptable use and client conduct provisions in Section 6 of the General Terms. The Client further agrees not to:

- Direct Click Wise Design to engage in practices that violate search engine guidelines, including but not limited to paid links not disclosed as such, hidden text, cloaking, doorway pages, content scraping, or fake reviews;
- Engage in independent SEO practices on the Client's website or related properties that violate search engine guidelines while Click Wise Design is providing SEO Services;
- Misrepresent business information, license status, or qualifications on the website, GBP, or in online listings;
- Use the SEO Services to promote services, products, or businesses that violate search engine policies or applicable law; or
- Direct Click Wise Design to take any action that would violate search engine guidelines or applicable law.

Click Wise Design will not take any action that, in its reasonable judgment, would violate search engine guidelines or applicable law, regardless of the Client's instructions. The Client agrees to interact with Click Wise Design's personnel in a professional and respectful manner and shall not engage in abusive, threatening, harassing, profane, discriminatory, or intimidating conduct toward any Click Wise Design personnel. A violation of this conduct standard, as reasonably determined by Click Wise Design, constitutes grounds for immediate suspension or termination of the SEO Services under Section 5.3.

11. Force Majeure

Click Wise Design will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, acts of God, war, terrorism, civil unrest, epidemic or pandemic, government action, third-party platform outages (including any outage, modification, algorithm update, or discontinuation of search engine products or related Google products), disruptions to internet infrastructure, cyberattacks (including ransomware, distributed denial of service attacks, and zero-day exploits), data center or telecommunications failures, electrical or utility outages, or supply chain disruptions affecting the SEO Services. The Client's obligation to pay fees and any other amounts owed under these SEO Terms, including fees for the remainder of the Initial Term, is not excused or suspended by force majeure events affecting the Client. The Client remains responsible for maintaining a valid payment method and for paying all amounts owed under these SEO Terms regardless of any force majeure event affecting the Client's business or finances.

12. General

12.1 Conflict with General Terms

In the event of a conflict between these SEO Terms and the General Terms, these SEO Terms control solely with respect to the SEO Services. The Client's Order Form for SEO Services controls over both these SEO Terms and the General Terms with respect to the specific Services described in the Order Form, including with respect to the length of any minimum term.

12.2 Electronic Signatures and Acceptance

These SEO Terms may be accepted and executed electronically, including by typing a name into an electronic signature field, by signing through a third-party e-signature platform, by submitting an online form, by submitting payment, or by any other reasonable indication of assent. Electronic acceptance and electronic signatures shall have the same legal force and effect as original handwritten signatures under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Texas Uniform Electronic Transactions Act (UETA).

12.3 Severability

If any provision of these SEO Terms is found invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

12.4 Waiver

Click Wise Design's failure to enforce any right or provision of these SEO Terms shall not be deemed a waiver. Any waiver must be in writing and signed by an authorized representative of Click Wise Design.

12.5 Assignment

The Client may not assign or transfer any rights or obligations under these SEO Terms without Click Wise Design's prior written consent. Click Wise Design may assign its rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets.

12.6 Updates

Click Wise Design may update these SEO Terms from time to time. When material changes are made, Click Wise Design will notify the Client via email or in-app notification and update the Effective Date at the top of this document. Continued use of the SEO Services after such notice constitutes acceptance of the updated terms. A change to the length of the minimum term will not apply to a Client's Initial Term that is already in progress.

12.7 Notices

Notices to the Client will be provided via email to the address on the Client's account or via in-app notification. Legal notices to Click Wise Design must be sent in writing to:

Click Wise Design LLC
825 Watters Creek Blvd M290
Allen, TX 75013
Email: admin@clickwisedesign.com

12.8 Headings

Section headings are for convenience only and have no legal or contractual effect.

© Click Wise Design LLC. All rights reserved.