

WHR Marketing Terms of Services

Introduction

WHR Marketing will provide digital marketing services as described on the website. All fees must be paid in full prior to the start of a project.

WHR Marketing's SEO Services will include (but are not limited to):

- SEO
- Local SEO
- PPC
- Citations
- Content Writing
- Ecommerce Product Descriptions
- Infographic Design
- Brand Packages
- Wordpress Development
- Press Release
- Media Distribution
- Social Media Services

Client must acknowledge the following with respect to our services:

- All fees are non-refundable.
- All fees, services, documents, recommendations and reports are confidential.
- WHR Marketing 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 blog, website, directory or search engine at any time at the sole discretion of the search engine or directory.
- WHR Marketing has no control over website and blog owners removing links and content, or deleting/moving/changing their website. These placements will not be refunded or replaced.
- Under no circumstances shall WHR Marketing be liable to you (the end user) for any damages whatsoever, including (without limitation) any direct incidental or consequential damages, loss of profits, or any claims of yours or third party websites. You, the end user assume all risks and potential damages (known or unknown) associated with using WHR Marketing's services.

- WHR Marketing reserves the right to tweak anchor text and other order details to ensure successful placements.
- As an outsourced provider of specific SEO services, WHR Marketing does not guarantee search engine positions for any particular keyword, phrase, or search term. Neither does WHR Marketing guarantee any traffic increases.
- Linking to “bad neighbourhoods” or getting links from “link farms” can seriously damage all SEO efforts. WHR Marketing does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.
- WHR Marketing is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client’s website.

Non-Disclosure

WHR Marketing does not sign individual NDA’s for every agency or client that wishes to use our services however as part of the terms of our service you can be sure that we treat every client with full Non-Disclosure respect.

The Recipient (WHR Marketing) undertakes not to use the Confidential Information disclosed by the other party (You) for any purpose except the Purpose, without first obtaining the written agreement of the other party.

We guarantee not to disclose any confidential information to any third party [except to your companies employees [and professional advisers] who need to know the same for the purpose.

Restrictions

WHR Marketing reserves the right to cancel any orders placed for websites in illegal or offensive industries. Any illegal content, products, services or items hateful, objectionable or defamatory content aimed at any people group, race, gender, sexual orientation or otherwise attacks on any person, business, organisation, product or service; cruelty towards animals; or otherwise content found to be objectionable MAY be cancelled.

Prescription drugs; gambling or casinos and adult orders MAY be possible but have to be treated separately and will be cancelled and refunded if ordered through the typical online order forms.

If you are unsure if your site violates our restrictions, please contact us FIRST.

The whrmarketing.com website (herein referred as the "Site") is an online information service provided by WHR Marketing LTD. (herein referred as the "Company"). If you continue to browse and access the site, you are agreeing to comply with and be bound by the terms and conditions. Please do not access or use the Site should you disagree with any part of the terms of conditions.

Please note that whrmarketing.com may change this agreement without notice, such that the effect of the amendment shall be effective immediately upon the posting of the modified agreement on the Site. Your continued access of this site shall be deemed a conclusive acceptance of the amended agreement.

COPYRIGHT AND TRADEMARK NOTICES

This website contains material which is owned by or licensed to whrmarketing.com, its affiliates, or other third-party licensors, and is protected by international copyright and trademark laws. The material includes, but is not limited to text, graphics, code, and software. You may not modify, copy, reproduce, republish, transmit, or distribute the material in any manner. Portions of material from the different areas in the Site may be printed and downloaded provided that these be used for personal and non-commercial purposes and that you agree not to alter any copyright or proprietary notice from the materials. You agree to grant whrmarketing.com a worldwide non-exclusive, royalty-free, perpetual license to exercise the rights in the material as stated below:

1. To sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any material and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Site (such as bulletin boards, forums, and newsgroups) or by e-mail to Whrmarketing.com by all means and in any media now known or hereafter developed.
2. Use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing, and promotional material related thereto.
3. To have no recourse against whrmarketing.com for any alleged or actual infringement or misappropriation of any proprietary right in your communications to whrmarketing.com.

All publications, products, content, or services referenced in the Site are the exclusive trademarks or service marks of whrmarketing.com and are protected by international copyright and trademark laws. Other product and company names mentioned in the Site which are not the property of or licensed to whrmarketing.com are acknowledged on the website.

YOUR RIGHT TO USE THE SITE AND ITS CONTENT

Files available for downloading through the Site are not guaranteed by whrmarketing.com to be free from infection or viruses, worms, Trojan horses, or other codes that may contaminate or destroy properties. You shall take the responsibility of implementing adequate procedures to meet your particular requirements for data input and output accuracy, and for upholding your own means for the retrieval of any lost data.

You agree to assume all risk and responsibility for your use of the Site and the Internet. The Site provides "as is" information and does not express or imply representations, endorsements, or warranties with regard to the Site or any merchandise information provided generally on the Internet. The Site does not make implied warranties of title or non-infringement or of merchantability or fitness for certain purposes. As such, whrmarketing.com shall not be deemed accountable for cost or damages resulting from the aforementioned transactions. It does not

guarantee that the Site will be free of error nor the correction of any defect in service. You agree that the Internet in general contains unfiltered materials of which some may be offensive to you. Access such materials at your own risk. whrmarketing.com has no control for or responsibility over such materials.

THIRD PARTY

The provisions under the use of the Service and indemnification are for the benefit of whrmarketing.com and its agents, officers, employees, suppliers, and third party information providers. These individuals and entities shall have claims to uphold and implement the provisions directly against you on their own behalf.

DISCLAIMER

In no event will whrmarketing.com be liable for:

1. Any compensatory, direct, indirect, incidental, consequential, or punitive damages, loss of programs or data, income or profit, business interruption, and the like with regard to services, products, and information provided through in or downloaded from the service, or any delay of such information or service.
2. Any claim attributable to errors or inaccuracies in services, products, or information downloaded through the service even if whrmarketing.com or its authorized representatives have been advised of the possibility of such damages. Liability exclusion or limitation for consequential or incidental damages is not allowed in some states. In such cases, the liability is limited to the greatest extent that is legally allowable.
3. The Company has no control and does not accept any responsibility for the content or use of websites that may be linked to whrmarketing.com. The company does not necessarily endorse such independent websites even if links to them can be found on whrmarketing.com.

TERMINATION

Either party may terminate this agreement without notice at any time for any reason. The provisions under pertinent paragraphs including "Copyright and Trademark Notices", "Your Right to Use the Site and Its Content", "Indemnification", "Third Party", and "General" shall survive any termination of this agreement.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless whrmarketing.com, its agents, officers, employees, suppliers, and third party information providers against any and all liabilities, losses, expenses, damages, and costs, including reasonable legal fees, arising from any violation of this agreement including negligent or wrongful conduct by you or any other person accessing the Site and its products, services, and information.

PERFORMANCE & PAYMENT

1. Whilst every effort is attempted to get the client's website to page one on Google for the agreed keywords in a realistic time frame, whrmarketing.com does not guarantee 1st page rankings.

2. All payments are made on an up-front rolling monthly basis. Whrmarketing.com will report on the work completed after the launch date and once received, the reseller has 5 days to assess our performance and pay for subsequent terms.
3. Unless explicitly instructed by the agency partner in specific circumstances, no-one from whrmarketing.com nor its associated brands will contact the end user client of the reseller.
4. Whrmarketing.com will not divulge your client details or the fact that you outsource to any third party.

Taxes

Where WHR Marketing does not charge you taxes for any purchases, you agree to pay any and all applicable taxes for your use and purchase of the services. Additionally, where requested by us, you agree to provide us tax documentation to support any claims of on-time tax payment.

Subscription Plans and Automatic Renewals

For your convenience some services offered by WHR Marketing may be made on a recurring subscription basis ("Paid Subscription"). Where you decide to purchase any Paid Subscriptions, your payment information shall be logged and you will be charged monthly for any Paid Subscriptions. YOU AUTHORIZE US TO BILL YOU ON A RECURRING BASIS AND AGREE THAT AT THE EXPIRATION OF YOUR INITIAL PAID SUBSCRIPTION, YOUR PAID SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR ADDITIONAL MONTHLY SUBSCRIPTION PERIODS (OR FOR THE SAME PERIOD AS YOUR INITIAL PAID SUBSCRIPTION) UNTIL WE ARE NOTIFIED OTHERWISE. YOU AGREE THAT NO ADDITIONAL CONSENT IS REQUIRED BY YOU TO CHARGE YOUR PREFERRED PAYMENT METHOD AUTOMATICALLY AND ON A RENEWABLE BASIS FOR THE PAID SUBSCRIPTION PLAN SELECTED BY YOU. If you wish to cancel your Paid Subscription please notify us by emailing office@whrmarketing.com. Upon cancellation of a Paid Subscription, portions of your project may become immediately inaccessible. Where your Paid Subscription has been cancelled or expired, we have no liability to you for any deleted, inaccessible, modified, or removed User Content.

Pricing and Price Increases

The pricing for any services or Paid Subscriptions is listed on the Site. WHR Marketing may increase the price of any Paid Subscriptions or services, at our discretion and we reserve the right to do so at any time. In the event of a price increase, we shall notify you and you will have the chance to accept or reject any price increase. Please notify us if you intend to reject a price increase. Where you have rejected a price increase, you may be unable to access portions of your project. You agree that WHR Marketing has no obligation to offer any services or Paid Subscriptions for the price originally offered to you at sign up.

Refunds

As we offer online services, we cannot offer refunds for any Paid Subscriptions or any paid services. Please be aware that all purchases are final. If you are dissatisfied with any of our services, please contact us at office@whrmarketing.com within thirty (30) days of receiving your order report. Once we have received your communication, we will communicate with you to understand your concerns and will assist in rectifying any dissatisfaction caused by our services.

If the client changes their mind about doing work with WHR Marketing during the course of the campaign, the client will be responsible for the amount of work already paid for. Depending on the amount of work completed at the time of cancellation, this may mean receiving a full refund, a partial refund, no refund, or owing additional fees. In order to protect clients from unintentional service interruption, clients wishing to terminate any services must request the service termination in via email to office@whrmarketing.com.

Under this policy:

- Cancellations may be requested but any service already paid for is non-refundable.
- The Client agrees that no refund shall be given arising from cancellations requested after the payment is processed.
- Cessation of work for Project websites may be requested, and the remaining work may be allocated to another Project URL
- WHR Marketing reserves the right to first allocate any remaining budget to services that may benefit any other URL belonging to the client
- The premature termination of a campaign may void the refundability of any payment in the contract
- Generally due to the nature of our work, we do not assure any refunds upon cancellation
- If refund is made, we would debit the amount for the work already completed, and for the work in process
- Taxes paid on services to regulatory bodies would not be refunded
- In the event of any violation to the terms and conditions of our policy, we would cancel the agreement and would not refund any amount
- We will not refund if any delay happens because of third party participation

CONTACT US

Should you feel the company is not abiding by its declared refund policy, please contact office@whrmarketing.com

Deliverables

When using some of our services, user may be entitled to receive press releases, blog posts, or other creative content (collectively the “Deliverables”) upon purchase of our services. Contingent on complete and timely payment, WHR Marketing shall assign the user all rights, title, and ownership interest to any Deliverables purchased by the user. Where user has failed to pay for any Deliverable in a timely manner, WHR Marketing reserves the right to withhold or demand the return of any Deliverable from the user.

Estimates

Please be aware that some of our services provided may list estimated dates and timelines for delivery or completion (“Estimated Dates”). Although, WHR Marketing shall attempt to deliver all services by the Estimated Dates, these Estimated Dates are merely good faith estimates and are non-

binding in nature. WHR Marketing reserves the right to modify, alter, or extend any Estimated Dates at our discretion. WHR Marketing is not responsible or liable for any failure to provide any services before any Estimated Dates listed. Oral or written statements made by any agents, employees, or contractors of WHR Marketing regarding any Estimated Dates are non-binding and do not alter any contractual agreements between WHR Marketing and any users.

Idea Submission

WHR Marketing or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works (“Submissions”) in any form to WHR Marketing. The sole purpose of this policy is to avoid potential misunderstandings or disputes when WHR Marketing’s products or services might seem similar to ideas you submitted to WHR Marketing. If, despite our request that you send us your ideas, you agree to the following: (1) your Submissions and their contents will automatically become the property of WHR Marketing, without any compensation to you; (2) WHR Marketing may use or redistribute the Submissions and their content for any purpose and in any way; (3) there is no obligation for WHR Marketing to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

Termination

You may cancel your Paid Subscription or Service at any time by contacting office@whrmarketing.com. Any refunds are subject to the ‘Refunds Terms’ contained in this Agreement. Please be aware that upon termination of your account, access to portions of your project may be become immediately disabled. We may terminate this Agreement with you if we determine that: (1) you have violated any applicable laws while using our services; (2) if you have violated this Agreement; or (3) if we believe that any of your actions may legally harm WHR Marketing or our business interests, at our sole decision or discretion. In the event of termination, we will strive to provide you with a timely explanation; however, we are not required to do so.

Entire Agreement

This Agreement along with the Privacy Policy constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party.

Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our services and it’s your responsibility to do so.

Electronic Communications

The communications between you and WHR Marketing use electronic means, whether you visit the site or send WHR Marketing e-mails, or whether WHR Marketing posts notices on the site or communications with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from WHR Marketing in an electronic form; and (2) agree that all

terms, conditions, agreements, notices, disclosures, and other communications that WHR Marketing provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Privacy Policy

By agreeing to our 'Terms of Services', you are also agreeing to our 'Privacy Policy' which can be found here - <https://www.whrmarketing.com/gdpr-policy/>

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