

OUR CUSTOMER TERMS

CLOUD SERVICES – SEARCH ENGINE OPTIMISATION MANAGED SERVICES

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Certain words are used with the specific meanings set out below or in the [General Terms section of Our Customer Terms](#).

1 ABOUT THE SEARCH ENGINE OPTIMISATION MANAGED SERVICES SECTION

- 1.1 This is the Search Engine Optimisation (**SEO**) Managed Services section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.

2 SEARCH ENGINE OPTIMISATION MANAGED SERVICES

SEO Engine Optimisation Managed Service is not available for purchase by new customers from 21 September 2018. Existing customers can continue on their applicable terms until further notice.

What are the SEO Managed Services?

- 2.1 The SEO Managed Services are (depending on your choices) website optimisation for search engine results or digital strategy, each of which is described more fully below or in a separate agreement with us.
- 2.2 The SEO Managed Services are delivered by a third party, Appscore Pty Ltd (**Appscore**).

Eligibility and requirements

- 2.3 The SEO Managed Services are available through the Telstra Apps Marketplace. To use the Telstra Apps Marketplace, you need an internet connection, and need to create an account in that marketplace. You also need to meet any minimum system requirements required to use that marketplace.
- 2.4 The Telstra Apps Marketplace part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customer-terms/business-government/cloud-services>) governs your use of the Telstra Apps Marketplace.
- 2.5 You need to take an SEO Managed Service Plan for each website that you want to benefit from the SEO Managed Service.

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- 2.6 The SEO Managed Service is not available to Telstra Wholesale customers or for resale.
- 2.7 To be eligible for this Service you must grant us access to your websites, other network systems and such other access as is reasonably necessary to enable delivery of the SEO Managed services.
- 2.8 You acknowledge and agree that the SEO Managed Services are subject to compliance with various search engine rules, and that these will act as a limitation in relation to the SEO Managed Services.
- 2.9 You acknowledge and agree that the performance and success of the SEO Managed Services is dependent on the operators of search engines who may at any time change processes, procedures and software which may impact the results you obtain.

3 PLANS AND FEATURES

- 3.1 The SEO Managed Service is available in the following plans:
 - (a) SEO Starter - this a locally-based SEO campaign aimed at small and home-based businesses and features:
 - (i) 10 key phrases;
 - (ii) 10 local listings;
 - (iii) 1 blog article per month;
 - (iv) submission to Google;
 - (v) keyword mapping and target allocation;
 - (vi) on-site recommendations/implementation; and
 - (vii) 24/7 online reporting.
 - (b) SEO Advanced – this a metro-based SEO campaign aimed at mid-sized, small office-based, businesses and features:
 - (i) 20 key phrases;
 - (ii) 15 listings;
 - (iii) 2 blog articles per month;
 - (iv) submission to Google;
 - (v) keyword mapping and target allocation;
 - (vi) on-site recommendations/implementation; and
 - (vii) 24/7 online reporting.
 - (c) SEO Premium – this is a national-based campaign aimed at large businesses and online stores and features:

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- (i) 30 key phrases
- (ii) 20 listings
- (iii) 3 blog articles per month
- (iv) submission to Google;
- (v) keyword mapping and target allocation;
- (vi) on-site recommendations/implementation; and
- (vii) 24/7 online reporting.

each a **Service Plan**.

3.2 We can also arrange for Appscore to provide you with digital strategy services (**Digital Strategy**). Digital Strategy is typically aimed at finance, web services and real estate businesses and features:

- (a) a 1 hour one-on-one strategy session with Appscore to discuss current strategy, objectives and road maps;
- (b) full digital analysis and recommendations including:
 - (i) website;
 - (ii) SEO and SEM;
 - (iii) social media marketing and management;
 - (iv) content marketing; and
 - (v) competitor analysis and recommendations.

3.3 When you place an order with us, you will be contacted by Appscore. Appscore will agree with you the precise scope of your Service Plan or Digital Strategy. No SEO Managed Services can be delivered until this precise scope is agreed, but you will still be charged unless Appscore has been unreasonable in refusing to agree the precise scope.

4 YOUR RESPONSIBILITIES

General

- 4.1 In order to provide the SEO Managed Services, we may need input or assistance from you.
- 4.2 You understand that the SEO Managed Services may be unsuitable, may have errors and/or may be delayed if you do not provide us or Appscore with the assistance we ask for.
- 4.3 You understand that the effectiveness of SEO depends on a wide range of factors, including many that are not within the control of us or Appscore. Accordingly, we cannot promise any performance level or outcome.

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- 4.4 We may charge you an additional fee for any delay or additional work we are required to perform because you have not provided us with the assistance we required, or if you provided us with inaccurate or incomplete information.
- 4.5 You must not obtain or attempt to obtain any outcome, materials or information through any means that is not intentionally made available through the Service.
- 4.6 You must not provide or assist with the provision of the SEO Managed Services to any other person.
- 4.7 You agree not to solicit or engage as employee or contractor any employees of Appscore during the term of this agreement and for 12 months following the term of this agreement.
- 4.8 You agree that any of your advertising material that is subject to the SEO Managed Services will:
- (a) be truthful;
 - (b) not misleading or deceptive;
 - (c) not infringe the intellectual property rights or goodwill of us or any third party;
 - (d) will not use inappropriate search terms (such as offensive terminology); and
 - (e) will not reference third party trademarks or business names
- 4.9 You agree that you will not, at any time, make any disparaging comments or disclose any information or make or publish any statement or do any other thing which may tend materially to harm or prejudice us or Appscore's reputation or good name (**prejudicial information**), this includes not making disparaging comments or disclosing prejudicial information about us or Appscore through the use of social media, web discussion groups, websites or other like forums. You agree to immediately remove any prejudicial information posted online immediately upon our written request.
- 4.10 The parties acknowledge and agree that a breach of this non-disparagement provision or disclosure of prejudicial information about us or Appscore as described above will be a material breach and may cause material damage to us or Appscore and that damages may be inadequate compensation for such a breach of this provision and, subject to the court's discretion, we may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this provision.

Assistance

- 4.11 You must:
- (a) provide us and Appscore with all the information we request that is relevant to the SEO Managed Services;

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- (b) ensure that all the information you provide us is true, accurate and complete;
- (c) provide us and Appscore with all assistance that we reasonably request or that is otherwise necessary to perform the SEO Managed Services generally (including by making staff available to answer questions);
- (d) perform your own user acceptance end-to-end testing of the SEO Managed Services if we tell you;
- (e) provide us and Appscore with access to your network and premises on reasonable notice; and
- (f) provide us and Appscore with a safe working environment.

Keeping your contact details up to date

- 4.12 From time-to-time we will need to get in contact with you regarding your SEO Managed Service, so it's important that you keep your organisation's details up-to-date.
- 4.13 To use the SEO Managed Service, you also need to ensure that your authorised administrator contact details are correct and kept up-to-date.

Your data

- 4.14 Where you provide us any information or data of any kind as part of the SEO Managed Services, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the SEO Managed Services, including by providing it to third party service providers (and we can grant them the same rights as you grant us). You warrant that you have the right to give us any information or data provided in connection with the SEO Managed Services.

5 TERM

- 5.1 You have to take each Service Plan for a minimum term of 12 months (**Minimum Term**) unless we agree otherwise. At the end of the Minimum Term, we will keep providing your SEO Managed Service on a month-to-month basis until either you or we terminate the SEO Managed Service.
- 5.2 The Digital Strategy is a one-off service and will have a project scope as agreed at the time.

6 CHARGES

- 6.1 The charges for each Service Plan are as follows:
 - (a) SEO Starter - \$500 excluding GST per month
 - (b) SEO Advanced - \$949 excluding GST per month
 - (c) SEO Premium - \$1,700 excluding GST per month

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- 6.2 We will invoice you for the monthly ongoing Service Plan charges monthly in advance.
- 6.3 When you first start a plan or change your plan part way through a billing period, your first bill will include your monthly ongoing Service Plan charge in advance. It will also include a proportion of your minimum monthly ongoing Service Plan charge based on the number of days left in the billing period.
- 6.4 If you change your Service Plan for the SEO Managed Service, the changes to the charges for the SEO Managed Service will be effective from implementation into our billing systems.
- 6.5 We will invoice you for the Digital Strategy charge in advance of the Digital Strategy.

Early termination charge

- 6.6 You may cancel your Service at any time but the following charges will apply.
- 6.7 If, during the Minimum Term:
 - (a) you terminate your Service for any reason other than our material breach; or
 - (b) we terminate your Service for your breach,we may charge you an early termination charge calculated as 70% of the total of the monthly Service Plan charges current at the date you notify us of the termination, multiplied by the number of remaining months in the Minimum Term.
- 6.8 After the Minimum Term, if the Service is terminated there is no refund of pre-paid and partly-used monthly Service Plan amounts.

Digital Strategy

- 6.9 We charge a one-off fee for the Digital Strategy of \$1,750 excluding GST.

7 HELP DESK AND SERVICE LEVELS

- 7.1 During the hours of 9am to 5pm AEST excluding weekends and public holidays, we will make available a telephone help desk facility (**Help Desk**) to enable:
 - (a) you to raise technical and user questions relating to the Service;
 - (b) us to make and schedule changes to the Service when requested by you in accordance with the Service Levels; and
 - (c) you to report any defects as classified in the table at clause 7.5 (**Defects**) with the Supplies,

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each in accordance with the service levels set out in the table at clause 7.5 (Service Levels).

- 7.2 You can contact the Help Desk by calling 1300 282 278, or such other number we made provide from time to time.
- 7.3 When contacting the Help Desk, you must provide any information that we reasonably request.
- 7.4 When a Defect is reported to us, or when we become aware of a Defect, we must:
 - (a) **respond** – notify you of the Defect or confirm that we are aware of the Defect;
 - (b) **restore** – restore the Service affected by the Defect (which may include the provision of a workaround or alternative procedure to address the Defect, provided that this does not adversely affect the Service, and we use our best endeavours to limit the use of workarounds); and
 - (c) **rectify** – permanently fix the Defect,

in each case within the timeframes specified in the Service Levels below.

- 7.5 Defects will be classified by us according to the classifications set out below. We may reclassify a Defect by notice to you if the impact or importance of the Defect changes. We aim to respond to Help Desk requests in accordance with the Service Levels. We do not guarantee to respond to or resolve issues within these time frames.

Defects and Service Levels

Severity	Defect description	Respond	Restore	Rectify
Severity 1 Incident - Critical	Customer impacting incident requiring immediate corrective action due to the large number of customers affected or has major business impact as a result of a network, product or service unavailability or degradation across national or multiple geographical areas or has the potential to incur a major financial penalty.	1 hour	2 hours	3 hours
Severity 2 Incident – High	Customer impacting incident requiring prompt corrective action due to the large number of customers affected or has significant business impact as a result of a network, product or service unavailability or degradation across national or multiple geographical areas or has the potential to incur a major financial penalty.	2 hours	4 hours	6 hours

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Severity 3 Incident - Medium	Customer impacting incident requiring a managed restoration where business impact is minimal despite network, product or service unavailability or degradation.	4 hours	6 hours	8 hours
Severity 4 Incident - Low	Customer impacting incident requiring restoration where business / customer impact is manageable despite network, product or service unavailability or degradation.	8 hours	10 hours	12 hours
Service Request (Problem)	All other network activities that have no impact on customers and are not otherwise classified as a severity incident.			

7.6 We are not responsible for a failure to meet a Service Level to the extent that the failure arises directly from:

- (a) your act or omission in breach of these terms; or
- (b) errors caused by any modification or translation of the Service that was not authorised by or on behalf of us or contemplated by these terms.

8 PROFESSIONAL SERVICES

8.1 You can ask us to do extra work outside of the scope of the SEO Managed Services, including implementing the recommendations of any Digital Strategy. We may agree to carry out that work, and if so, we will set out the scope and fees in writing before starting work.