



The following terms and agreement apply to ALL individuals and/or businesses receiving search engine placement (SEP) services from Doby-Tech LLC .. By doing business with Doby-Tech, LLC. you and/or your company agree to the following Terms & Agreements.

**AGREEMENT:**

All agreements are a 90 minimum taking affect immediately after the commencement on the date first payment is received. The customer here by acknowledges this payment will be debited electronically on the same day, each proceeding month, on a recurring billing cycle. Every new customer agrees to a single non-refundable account creation fee. This covers administrative costs associated with setting up a customer's Search Engine Placement Account. All Search Engine Placement selections are Subject to Availability & Approval by Doby-Tech, LLC.

**GUARANTEE:**

As stated in the customers receipt and above paragraph, our clients understand this is a 90 agreement.

**CANCELATION:**

If the client wishes to CANCEL SERVICE after 90 days, he or she must send an email request to Doby-Tech.com notifying their cancelation 10 days prior to their recurring bill date. For accounts closed within less than 10 business days before the clients billing cycle, a \$50 fee will be assessed. Services that are paid for will not be created back to the client; should you decide to cancel, your previous monthly charge is not refundable.

Furthermore, clients of Doby-Tech, LLC. are aware that Doby-Tech, LLC. reserves the right to discontinue services provided to a client at any point should they decide to do so for any reason. Clients understand that their account may be canceled at the discretion of Doby-Tech, LLC. at any point.

**WebSite Development:**

All websites require a 50% non refundable deposit. Prior to final deployment of website the final payment and approval is due. No sites will go "live" without final payment and approval. Be aware that when you build a new site there is always a test faze.

In addition, clients are aware that Doby-Tech, LLC. does not control alliances among independent search engines. Furthermore, Doby-Tech, LLC. does not nor cannot control the Search Network, Yahoo!, Google, or either search engine.

**AFFECTS ON PLACEMENT:**

While Doby-Tech, LLC. guarantees that customers' websites will be featured in the sponsored search results. The customer must understand that Search Engine Placement is subject to availability. Depending on your budget etc... We at Doby-Tech LLC. in trust our best efforts through **Google Analytics and Propriety soft ware to increase ROI.**

Furthermore, unsatisfactory website quality scores, changes made to the website, server issues and/or errors, Pop-ups, redirects, redirected websites, altered domain names and top-level domain conflicts can **adversely affect page placement** and will render our page placement guarantee null and void.

**Email-Blasts:**

While Doby-Tech LLC. guarantees' the client Professional service. We work in the guide lines of the spam act Law. For More information visit the FTC's website at <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>. If you have a list that has failed under these guide lines. Doby-Tech LLC.. will work with the client to improve and comply with the canned spam act. Doby-Tech has no responsibility to refund any funds if this is not disclosed or able to correct with the Company.

**Doby-Tech LLC:**

Retains all rights to its reseller accounts and does not share access except through Doby-Tech,LLC.

**Disclaimer of Warranties.** DobyTech, LLC. and its licensors make no representation, warranty or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Services or any Service Content. DobyTech, LLC and its licensors do not represent or warrant that (a) the use of the Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Services will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information or other material purchased or obtained by you through the Services will meet your expectations, (e) errors or defects will be corrected, or (f) the Services or the server(s) that make the Services available are free of viruses or other harmful components. The Services and all Service Content is provided to you strictly on an "as is" basis, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law by DobyTech, LLC and its licensors.

**SUPPLY & DEMAND:**

The price of each phrase and positioning within search results are not guaranteed. These can fluctuate based on market supply and demand. We **DO NOT** guarantee pricing will remain the same MONTH to MONTH. Should a scenario arise wherein the cost to maintain a search position on the first page increase, the customer will have the first right to either keep their search phrase at the new market price or accept a different search phrase at the same price.

