Terms of Service

Netwizard SEO

Last updated: 16 June 2026

These Terms of Service apply to all services provided by Netwizard SEO ("Netwizard SEO", "we", "us", or "our") to our clients ("you", "your", or "the client").

By approving a quote, completing an order, paying an invoice, using our services, or continuing to work with us, you agree to these Terms of Service.

1. Our Services

Netwizard SEO provides digital marketing and website growth services, which may include:

- SEO strategy and optimisation
- SEO blog content
- Keyword targeting
- Website updates
- Social media posting of website content via Facebook
- Keyword ranking monitoring via Google Search Console
- Backlink campaigns
- AI chatbot installation
- Suburb, location, or service page creation
- Google indexing setup
- Competitor and ranking analysis
- Quarterly strategy reviews
- Other related website, SEO, content, or digital marketing services

The exact services included depend on the package or proposal you have selected.

2. Packages and Inclusions

Our available packages may include The Essentials, The Accelerator, Performance, or any other custom package agreed with you.

Package inclusions, pricing, setup fees, and service levels are as listed on our website or in your written proposal at the time you sign up.

Unless otherwise agreed in writing, package inclusions are limited to the items expressly listed in your selected package.

Any work outside the agreed package may be quoted separately or charged at our standard hourly or project rates.

3. Setup Fees

Some services require a one-time setup fee. Setup fees may cover initial strategy, account setup, technical preparation, onboarding, keyword planning, content planning, website access configuration, tracking setup, chatbot setup, page planning, or other initial work required to begin the service.

Setup fees are payable upfront unless otherwise agreed in writing.

Setup fees are non-refundable once onboarding or setup work has commenced.

4. Monthly Fees and Billing

Monthly package fees are billed in advance unless otherwise agreed.

Payment is due by the due date shown on the invoice.

If payment is not received on time, we may pause work, delay delivery, suspend reporting, or suspend services until the account is brought up to date.

You remain responsible for all unpaid invoices, including fees for work already completed or scheduled.

5. Minimum Term

Unless otherwise agreed in writing, SEO services are provided on a monthly ongoing basis.

SEO is a long-term strategy. Results usually build over time and depend on competition, website quality, Google algorithm changes, your industry, your location, your budget, your responsiveness, and other external factors.

Where a minimum term is stated in a proposal, invoice, agreement, or package, you agree to remain on the service for that minimum term.

6. Cancellation

You may cancel an ongoing monthly service by giving us at least 30 days' written notice.

Cancellation requests must be sent by email.

Cancellation does not remove your obligation to pay any outstanding invoices or fees for work already completed, scheduled, or committed.

If you cancel partway through a billing period, fees already paid for that period are not refundable unless we agree otherwise in writing.

7. Client Responsibilities

To deliver services effectively, we may require you to provide:

- Website admin access
- Hosting or CMS access
- Google Business Profile access
- Google Analytics access
- Google Search Console access
- Social media access
- Brand guidelines
- Business information
- Service details
- Images, logos, or other assets
- Feedback and approvals
- Contact details for relevant team members

You agree to provide accurate information and reasonable cooperation.

Delays in providing information, access, approvals, or feedback may delay delivery. We are not responsible for delays caused by missing access, incomplete information, slow approvals, third-party issues, or client-side restrictions.

8. Content Approval

We may create blog posts, website copy, suburb pages, service pages, or other content for your business.

You are responsible for reviewing content and confirming that it is accurate, lawful, appropriate, and compliant with any rules that apply to your industry.

This is especially important for regulated industries, including finance, legal, medical, health, insurance, building, migration, real estate, or professional services.

If you approve content or allow it to be published without requesting changes, you accept responsibility for the final published content.

Blog posts will be published as is, if there are no responses received after the second follow-up.

9. SEO Results and No Guarantee of Specific Rankings

We use commercially reasonable efforts to improve your website visibility, rankings, traffic, and enquiries.

However, we do not guarantee:

- First-page rankings
- Number one rankings
- Specific keyword positions
- Specific traffic levels
- Specific enquiry volumes

- Specific sales or revenue
- That Google or another search engine will index every page
- That rankings will not fluctuate
- That competitors will not outrank you

Search engines are controlled by third parties and may change their algorithms, ranking systems, display formats, indexing behaviour, or advertising layouts at any time.

SEO results vary depending on your website, competition, market conditions, location, budget, content quality, backlink profile, business reputation, and other factors outside our control.

10. 90-Day Performance Commitment

Where our website or proposal includes a 90-Day Performance Commitment, the commitment means that if you do not see measurable improvement in rankings or visibility within 90 days, we will continue working on the agreed SEO service without charging the monthly service fee until measurable improvement is achieved.

For the purpose of this commitment, "measurable improvement" may include improvement in one or more relevant indicators, such as:

- Keyword ranking movement
- Increased keyword visibility
- Improved impressions in Google Search Console
- Improved organic traffic
- Improved indexing
- Improved local visibility
- Improved search presence for targeted services or locations

The 90-Day Performance Commitment applies to measurable improvement in search rankings or visibility. It does not guarantee specific rankings, leads, sales or revenue. The full eligibility requirements and other conditions in these Terms apply.

The 90-Day Performance Commitment only applies if:

- Your account is paid up to date
- You have provided all required access and information
- You have not paused, cancelled, or reduced the service
- You have not made major website changes without notifying us
- You have followed reasonable implementation recommendations
- There are no major technical, hosting, website, legal, compliance, or third-party restrictions preventing progress

The commitment does not apply where lack of improvement is caused by client delay, website issues, third-party restrictions, Google algorithm changes, penalties, poor website history, highly competitive markets, business closure, change of business direction, or factors outside our reasonable control.

The commitment is limited to additional SEO work. It does not entitle you to a refund, damages, compensation, or reimbursement of prior fees.

11. Backlinks and Third-Party Placements

Some packages may include backlink campaigns or authority-building work.

We aim to use reasonable and appropriate link-building methods. However, backlink availability, placement timing, publisher acceptance, link indexing, link retention, domain metrics, and SEO impact are not fully within our control.

We do not guarantee that every backlink will remain live permanently.

We may replace, adjust, or vary backlink sources at our discretion where we believe it is appropriate for the campaign.

12. AI Chatbots and Automation

Some packages may include installation or configuration of an AI chatbot or lead capture system.

AI tools may generate inaccurate, incomplete, or unexpected responses. You are responsible for reviewing chatbot behaviour, approving the use of AI on your website, and ensuring that chatbot responses are suitable for your business and industry.

We are not liable for incorrect information provided by an AI chatbot, lost leads, missed enquiries, user misuse, third-party software outages, or platform limitations.

AI chatbot tools may be provided by third-party platforms and may be subject to their own terms, pricing, data policies, and technical limitations.

13. Website Updates and Technical Work

Where website updates are included, they are limited to reasonable content, SEO, and optimisation updates.

Unless expressly included, website updates do not include:

- Full website redesigns
- Major development work
- Custom software development
- Complex integrations
- E-commerce rebuilds
- Malware removal
- Hosting migrations
- Server administration
- Conducting or preparing formal case studies, including independent research, interviews, data gathering, and project analysis
- Thesis writing, dissertations, case studies or academic research
- Copywriting outside agreed inclusions
- Graphic design outside agreed inclusions
- Fixing pre-existing website issues
- Repairing damage caused by third parties

We may quote separately for additional technical work.

14. Third-Party Platforms

Our services may involve third-party platforms, including Google, Meta, WordPress, hosting companies, analytics platforms, SEO tools, AI tools, plugins, social media platforms, directories, and other software providers.

We are not responsible for outages, bugs, data loss, account restrictions, policy changes, pricing changes, ranking changes, platform errors, or other issues caused by third-party platforms.

You are responsible for maintaining ownership and access to your own third-party accounts unless otherwise agreed.

15. Client Website, Hosting, and Security

You are responsible for maintaining your website hosting, domain name, email, plugins, licences, backups, website security, and business systems unless those services are expressly provided by us under a separate agreement.

We are not liable for website downtime, hacks, malware, data loss, plugin conflicts, expired domains, hosting failures, or email issues unless directly caused by our negligence.

16. Intellectual Property

You retain ownership of your pre-existing business name, branding, logos, website content, images, and materials supplied to us.

Once all invoices relating to the work have been paid in full, you receive ownership of custom written content that we have created specifically for you, unless otherwise agreed.

We retain ownership of our pre-existing systems, processes, templates, strategy documents, frameworks, software, know-how, internal methods, and tools.

We may use general knowledge, experience, skills, and non-confidential learnings gained while providing services.

17. Portfolio Use

Unless you notify us in writing, you allow us to refer to your business as a client and display your business name, logo, website, campaign results, screenshots, or general project information in our portfolio, proposals, case studies, website, or marketing material.

We will not publicly disclose confidential financial information or sensitive commercial information without your consent.

18. Confidentiality

Each party agrees to keep confidential information private and not disclose it to third parties except where required to perform the services, comply with the law, use professional advisers, or operate normal business systems.

Confidential information does not include information that is already public, independently developed, or lawfully obtained from another source.

19. Privacy

We may collect and use personal information to provide services, communicate with you, manage accounts, issue invoices, configure systems, and deliver marketing or website services.

Where required, you must ensure that your own website privacy policy properly discloses your use of tracking, analytics, forms, chatbots, cookies, advertising pixels, and other data collection tools.

You are responsible for ensuring your business complies with applicable privacy laws.

20. Acceptable Use

You agree not to use our services for unlawful, misleading, deceptive, harmful, abusive, defamatory, fraudulent, or unethical purposes.

We may refuse, suspend, or terminate services if we believe your business, website, content, products, services, or instructions may expose us to legal, reputational, operational, or ethical risk.

21. Compliance

You are responsible for ensuring your business, website, advertising claims, offers, pricing, testimonials, guarantees, disclaimers, and published content comply with all laws, regulations, industry rules, professional obligations, and advertising standards that apply to your business.

We do not provide legal, financial, medical, tax, or regulatory advice.

22. Limitation of Liability

To the maximum extent permitted by law, we are not liable for indirect, consequential, incidental, special, punitive, or economic loss, including loss of profit, loss of revenue, loss of opportunity, loss of data, loss of goodwill, or loss of business.

To the maximum extent permitted by law, our total liability for any claim relating to the services is limited to the amount paid by you to us for the relevant service in the three months before the claim arose.

Nothing in these Terms excludes rights that cannot be excluded under Australian Consumer Law.

23. Australian Consumer Law

Our services may come with guarantees that cannot be excluded under Australian Consumer Law.

Nothing in these Terms is intended to limit or exclude any rights you may have under Australian Consumer Law or any other applicable law.

Where permitted by law, our liability is limited to resupplying the services or paying the cost of having the services supplied again.

24. Indemnity

You agree to indemnify us against claims, losses, liabilities, costs, expenses, or damages arising from:

- Information or materials you provide
- Content you approve
- Your products or services
- Your website claims or business practices
- Your breach of these Terms
- Your breach of any law or regulation

- Your misuse of our services
- Third-party claims relating to your business, website, content, or advertising

25. Force Majeure

We are not liable for delays or failure to perform services caused by events outside our reasonable control, including natural disasters, illness, internet outages, cyberattacks, hosting failures, platform outages, labour shortages, supplier issues, government actions, war, pandemics, or major technical failures.

26. Termination

We may terminate or suspend services if:

- You fail to pay invoices on time
- You breach these Terms
- You fail to provide required access or cooperation
- You engage in abusive, threatening, or unreasonable behaviour
- Your business creates legal, reputational, or operational risk
- Continuing the relationship is no longer commercially or practically viable

Termination does not affect any unpaid invoices or rights that arose before termination.

27. Changes to Services or Terms

We may update our services, packages, pricing, inclusions, or these Terms from time to time.

The version of the Terms in place at the time of your purchase or renewal will apply unless otherwise agreed.

If you continue using our services after updated Terms are published or provided to you, you accept the updated Terms.

28. Governing Law

These Terms are governed by the laws of New South Wales, Australia.

The parties submit to the courts of New South Wales and any courts entitled to hear appeals from those courts.

29. Contact

For questions about these Terms, please contact:

Netwizard SEO

Email: enquiry@netwizardseo.com.au

Phone: 1300 638 949