

AvalonLink Terms & Conditions

.....

General Terms & Conditions Pertaining to Search Engine Placement:

1. Summary

AvalonLink LLC (hereafter Provider) will design ads for and provide Client with placement on Keywords which trigger display of those ads in the sponsored links section of the Google™ search engine located at <http://www.Google.com>.

2. Term

Provider will provide service for the duration of the term negotiated with Client and specified in proposal, quote, or receipt form. Unless otherwise negotiated, Term lasts one month, beginning and ending on the same calendar date as the original payment transaction.

3. Payment

Payment type is to be negotiated with Client and specified in proposal, quote or receipt form.

4. Renewal

If payment is by credit card payment will recur automatically on a revolving basis at the beginning of each term unless otherwise agreed upon and specified in proposal, quote, or receipt form. Renewal is discretionay on the part of Provider. Client will provide notice of cancellation or changes no less than seven (7) days from beginning of the next term. Changes to Client account that affect cost will be pro-rated if they raise the account total, or applied to the following term if they result in a credit unless otherwise agreed upon.

5. Definitions

- Ad: A Google™ Text Advertisement that is displayed in the sponsored links section of the Google™ search engine.
- Search Phrase: A word or series of words inputted by a user into a search engine such as Google™.
- Keyword: A word or series of words inputted into the Google™ advertising system which triggers an ad when a user inputs a Search Phrase into Google™ based upon the Keyword Match Type.
- Match Type: One of two types, Broad & Exact that apply to a Keyword to dictate which search phrase(s) will trigger an ad on Google™ and which then constitute a Product detailed in paragraph 6.
- Broad Match: A type of Keyword that triggers an ad when a user inputs a Search Phrase that exactly matches the Keyword or belongs to the set of Search Phrases that Google™ deems relevant to that Keyword, which may or may not include synonyms, misspellings and variations.
- Exact Match: A type of Keyword that triggers an ad when a user inputs a Search Phrase that exactly matches the Keyword.

6. Service & Guarantees

Provider will provide service & guarantees according to the conditions specific to each Product outlined in paragraph 7.

7. Products

- Broad Match Keyword - Provider will design and maintain an ad that is triggered by a Broad Match Keyword on Google™. Pricing varies according to the specific keyword and numerous other factors, and the price quoted is meant to represent Provider's best estimate of the cost to maintain the ad. Broad Match Keywords are inherently unpredictable and therefore Provider makes no guarantee that any ad will appear at any given time or to the exact positioning of any ad, or the length of time an ad will consistently appear during a time period. The set of Search Phrases that trigger a Broad Match Keyword are dynamic and can change at any time, therefore Provider makes no guarantee that a Search Phrase will continue to trigger an ad.
- Budgeted Broad Match Keyword - A Broad Match Keyword as described above with the exception that pricing is based not on Provider's estimate of the cost to maintain the ad at all times but on a budget requested by Client. Provider will provide maximum coverage for that budget.
- Exact Match Keyword - Provider will design and maintain an ad that is triggered by an Exact Match Keyword on Google™ and will guarantee placement on the first page at all times, notwithstanding technical difficulties beyond Provider's reasonable control, such as those caused by an ISP, the Client computer, the Client website or Google™.
- Budgeted Exact Match Keyword - An Exact Match Keyword as described above with the exception that pricing is based not on Provider's estimate of the cost to maintain the ad at all times but on a budget requested by Client. Provider will provide maximum coverage for that budget.

8. Receipt

Unless otherwise requested Client will receive a receipt in email form detailing all specifics of account at the start of service. Further receipts are available upon request. Details in receipt that conflict with this document take precedence.

9. Refunds

If Client is unsatisfied with service Client may cancel at any time and is entitled to a refund of the pro-rated amount for the remainder of the term.

10. Representation

Provider is not responsible for false representation by an employee of the Client company and Client is not entitled to any additional refund other than the pro-rated amount for the remainder of the term under the normal cancellation policy.

11. Affiliation

AvalonLink LLC is an independant agency and is not affiliated with Google™ or it's partners.