Agency and Reseller Terms

Version 1.0 · Last updated 15 October 2026 · SEOMISE LTD

In short

- These terms apply when you use SEOmise to serve your own clients: managing their projects, showing your brand instead of ours, or billing them through SEOmise.
- Your clients are your customers. You set your prices, invoice them through your own Stripe account and handle their refunds, tax and complaints.
- For your clients' personal data you act for them (or are the controller yourself), and we are your processor under the Data Processing Agreement. You need your clients' permission for everything you do in their projects.
- White label shows your brand on reports, the client portal and e-mails.
- If you switch on the read-only hold, a client with an overdue invoice can still see everything but cannot make changes until it is paid.

These terms add to the Terms of Service for agencies, consultants and resellers ("you") who use SEOmise for their clients. If they conflict with the Terms of Service on an agency matter, these terms apply.

1. Clients and access

- You can group projects by client and invite your clients' people. Client users see only the projects of their own client group, with the role you give them (for example viewer, analyst, content editor or approver). Owners, admins and billing managers of your workspace cannot be client users.
- You are responsible for what your team and your clients' people do in your workspace, and for removing access when a client leaves.
- Credits used in client projects, including by client users who may use AI features, come from your workspace's wallet.

2. White label

- With white label on your plan, reports, the client portal, embeddable widgets and customer e-mails can show your name, logo, colours and support address, and your own domain.
- E-mails are sent from our address with your name unless you verify your own sender address. Billing e-mails from us to you keep our name.
- You must not use white label to mislead anyone about what the service does, to remove legal notices required by law, or to claim certifications or results you do not have.
- You remain responsible for your own terms and privacy notice towards your clients, and for telling them that you use service providers (including us) to deliver your work.

3. Billing your clients

- **Your own Stripe account.** An agency bills its clients through its own connected Stripe account. You choose packages, prices, intervals, set-up fees, discounts and tax settings. Invoices and their PDFs carry your design; the payment provider is not named to your clients.
- **SEOmise's own clients.** Clients served directly by SEOMISE LTD (the platform's own workspace) are billed through SEOMISE LTD's Stripe account unless a separate account is chosen.
- You are the seller to your clients: you are responsible for your prices, tax (including VAT), invoices, refunds, credit notes, disputes and chargebacks, and for complying with consumer and distance-selling law if you sell to consumers.
- We are not a party to your contract with your client and do not collect money on your behalf. Stripe's own terms apply to your Stripe account.
- **Read-only hold on non-payment** (off unless you switch it on). When on, a client whose invoice is unpaid the number of days you choose after its due date can still sign in and read everything, but cannot make other changes until the invoice is paid or you switch the hold off. Nothing is deleted, and your own team is never held. Reminders and overdue notices follow your settings.

4. Your clients' data

- For personal data in your clients' projects (for example their reviewers or their website visitors), you act on your client's behalf, or are the controller yourself, and we process it as your processor under the Data Processing Agreement, which you accept for your workspace.
- You must have a lawful basis and your client's permission for every site, profile and account you connect, and for every change you approve.
- Your clients' data is used to improve SEOmise as described in the Data Use Policy. An agency and its client workspaces count as **one** business in anonymous group figures. A workspace owner can opt out under Account.
- When a client leaves, you can export their projects; deleting the projects deletes their data under the Data Retention Policy.

5. Leads and widgets

If you use the white-label audit widget or the lead widget on your own site, you are the controller of the leads they collect. You must show your own privacy notice and consent wording to visitors, and answer their requests. We keep widget leads only as long as your settings say and process them for you.

6. Reputation work

Monitoring people or organisations for a client needs that client's authority and a lawful reason.

7. Liability and ending

- The liability limits in the Terms of Service apply to you and your use for all your clients together; we are not liable to your clients directly.

- You indemnify us against claims from your clients arising from your services, prices, invoices or advice.
- If your agency account ends, your clients' access ends with it. Before that, you can export their data.

8. Contact

Agency questions: contact us by e-mail at help@seomise.com.

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