



GOOGLE ADS AGREEMENT

This Google Ads Service Agreement ("Agreement") is entered into as of [Date] ("Effective Date"), by and between:

[Client Name], located at [Address] ("Client"),
and

Web4Jewelers located at 6120 Taref Dr, Houston, TX 77074 ("Service Provider").

OVERVIEW

The Service Provider agrees to deliver professional Google Ads management and optimization services ("services") to the Client, with the objective of improving ad performance, generating qualified leads, and maximizing return on ad spend. These services may include, but are not limited to, initial account setup, detailed account auditing, targeted keyword and audience research, implementation of negative keywords, campaign creation and management across selected formats (Including Search, Display, or Performance Max), ad copy development with A/B testing, geo and device targeting, conversion tracking configuration, and periodic performance reviews as mutually agreed by the parties. Both parties acknowledge that all information, whether exchanged verbally, in writing, or electronically, in connection with the performance of the services ("Confidential Information") shall be treated as strictly confidential. Neither party shall disclose, reproduce, or use such confidential information for any purpose outside the scope of this agreement, except with prior written consent from the disclosing party or as otherwise required by law.

1. SERVICES

1.1 Scope of Work

The objective of this engagement is to create, manage, and optimize the Client's PPC campaigns, focusing on generating qualified leads, increasing website conversions, and maximizing ROI.

Select Your Plan:

| Plan Name | Description | Monthly Fee |
|---|---|-------------------------------|
| <input type="checkbox"/> Launch | Designed for ad spends up to \$2,000/month For businesses starting with Google Ads, including setup, initial campaigns, and basic optimization. | \$599 |
| <input type="checkbox"/> Accelerate | Designed for ad spends up to \$10,000/month Expanding reach and conversions through advanced targeting, ongoing optimization, and A/B testing. | \$899 |
| <input type="checkbox"/> Performance | Perfect for budgets over \$10,000/month Comprehensive management to maximize ROI, including full-scale campaign oversight, analytics reporting, retargeting, and continuous optimization. | 10% of Monthly Ad Spend |

A one-time setup and onboarding fee of \$395 applies to all plans.

IMPORTANT:

- 1. Paid advertising funds are not included in the plan pricing and are the sole responsibility of the Client. The Service Provider is not responsible for funding ads, and any delay in ad payments may result in delays to the campaign schedule or overall project timeline.**
- 2. If the Client uses any third-party tools or software for the campaigns, the Client is responsible for all associated costs, subscriptions, and renewals.**

1.2 Description of Services

The Service Provider shall deliver comprehensive PPC and Google Ads management services to optimize the Client's paid advertising campaigns, capture qualified leads, and maximize return on investment. Services include, but are not limited to, the following:

1. **Google Ads Setup, Management, and Optimization** – Creation, configuration, and ongoing management of Google Ads campaigns, including account structure, ad groups, targeting options, and bid strategies.
2. **Keyword Research & Targeted Strategies** – Identification and analysis of high-performing keywords, combined with audience targeting strategies designed to capture qualified leads and maximize campaign effectiveness.
3. **Ad Creation & A/B Testing** – Development of compelling ad copy, headlines, and visual assets, with systematic A/B testing to identify the most effective variations for improved click-through and conversion rates.
4. **Performance Tracking & Multi-Touch Attribution** – Advanced monitoring of campaign performance using analytics tools and multi-touch attribution models to assess effectiveness across the customer journey.
5. **Remarketing & Retargeting** – Implementation of strategies to re-engage previous website visitors or leads, enhancing conversion potential and ROI.
6. **Website Conversion Optimization** – Recommendations and optimizations aimed at improving landing page performance and conversion rates, ensuring maximum ROI from ad spend.
7. **Budget Management & Optimization** – Continuous management of campaign budgets, bids, and allocations to achieve cost-effective results aligned with business objectives.
8. **Reporting & Recommendations** – Provision of regular performance reports, including key metrics, insights, and actionable recommendations for ongoing campaign improvement.
9. **Dedicated Account Manager** – Assignment of a dedicated account manager to oversee campaigns, provide strategic guidance, and serve as the Client's primary point of contact.

2. TERMS & CONDITIONS

2.1 Contract Term

The initial term for Marketing Services shall be twelve (12) months commencing on the Effective Date. Upon expiration of the initial term, all service plans shall automatically renew unless either Party provides at least thirty (30) days' prior written notice of cancellation.

2.2 Cancellation & Early Termination

The Client may cancel any service within forty-eight (48) hours of signing this Agreement without being charged.

2.3 Termination Procedure

All termination notices must be submitted in writing via email to the designated contact of the other Party. The Client shall remain responsible for payment of all fees accrued through the effective date of termination. All outstanding balances must be paid in full prior to the release of any deliverables, materials, or account access credentials.

3. FEES & PAYMENT TERMS

3.1 Payment Structure

Monthly fees shall be billed to the payment method on file on the same calendar day of each month as the initial payment date ("Billing Date").

One-time setup fees shall be charged at the beginning of the engagement.

3.2 Optional Services Fee

The services provided under this agreement are limited to the selected plan(s) as indicated in Section 1.1. Any requests, tasks, or deliverables outside the scope of the selected plan(s) will be considered customizable items and are not included in the base plan fees.

If the project scope expands beyond what is covered in the selected plan(s), such additional work will be billed at an hourly rate of \$95/hour, subject to the Client's prior written approval.

3.3 Automatic Payment Authorization

By signing this Agreement, the Client authorizes recurring charges to their designated payment method.

3.4 Late Fees & Reconnection

Late payments incur a \$99 fee.

Services may be suspended after fourteen (14) days of non-payment.

A \$195 reconnection fee applies to resume suspended services, and a new Agreement may be required.

3.5 Taxes

All prices exclude applicable federal, state, and local taxes, which shall be added to the invoice amount as required by law.

4. PROJECT TIMELINES & CLIENT OBLIGATIONS

4.1 Expected Results and Performance Timeline

Initial setup, audits, and roadmap creation for Social Media, SEO, and Google Ads are expected to be completed within 2 to 4 weeks of the official project start date, barring delays outside the Service Provider's control.

The Client acknowledges that while the Service Provider will implement industry best practices to optimize Google Ads campaigns, meaningful results—including measurable increases in leads, traffic, and conversions—typically require a period of three (3) to six (6) months from the campaign launch. Factors outside the Service Provider's control, such as market conditions, competition, and website performance, may affect the timing and extent of results. The Service Provider does not guarantee specific outcomes within this timeframe, but will continuously monitor, optimize, and report on campaign performance. _____ **(Initial Here)**

4.2 Client Responsibilities

Content and Material Submission:

The Client agrees to provide all necessary materials required for the successful execution of services. This includes—but is not limited to product images, promotional videos, written content, platform login credentials, and other requested assets.

Communication and Feedback:

The Client must respond promptly to any requests for approvals, feedback, or clarifications. Delays in communication may result in extended timelines or missed deadlines, for which the Service Provider will not be held responsible.

If the Client fails to respond within five (5) business days to a critical request, the Service Provider reserves the right to pause the project and adjust the timeline accordingly.

_____ **(Initial here)**

Approval and Cooperation:

If the Client fails to provide required feedback, approvals, or deliverables within a reasonable timeframe, the Service Provider reserves the right to extend project deadlines accordingly. The Client acknowledges that lack of cooperation can directly affect project outcomes and agrees not to withhold payment due to such delays.

Media Content & Paid Advertising:

1. For **Digital Marketing Services**, the Client is responsible for supplying all media content unless content creation is included in their selected plan. This includes:

- High-quality product images
- Promotional videos
- Captions, branding assets, or other creative direction (if applicable)

2. For **Paid Advertising Campaigns**, the Client is solely responsible for all advertising costs and direct payments to the relevant platforms. The Service Provider is not responsible for funding these expenses, and any delay in the Client's payment for ads may result in corresponding delays to the campaign schedule or overall project timeline.

Furthermore, the Service Provider is not liable for any issues arising from the Client's account being hacked, blocked, suspended, or penalized due to violations of platform policies, and will not be responsible for any delays, disruptions, or losses caused by such incidents. If any copyright infringement or intellectual property dispute arises from the Client's provided content, the Service Provider reserves the right to pause or cancel the project without liability, and the Client will remain responsible for any associated costs or damages.

3. If the Client makes any **changes to the advertising campaigns without informing or coordinating with the Service Provider**, the Service Provider will not be responsible for any resulting issues, errors, or delays.

4. If a **Service Provider account** is suspended, deleted, or otherwise compromised due to the Client's negligence, carelessness, or violation of platform policies, the Client is **obligated to cover any resulting damages, fees, or losses**.

5. Results from **Digital Marketing Services** depend on multiple factors, including the Client's industry, the competitiveness of targeted keywords, website quality, and other external variables. While the Service Provider will use industry best practices to achieve the best possible outcomes, specific rankings, traffic, or results cannot be guaranteed due to Google's algorithms and factors beyond the Service Provider's control.

5. ACCESS, OWNERSHIP & INTELLECTUAL PROPERTY

5.1 Platform Access and Intellectual Property

1. **Platform Access** – The Client agrees to provide the Service Provider with manager-level access to necessary platforms, including but not limited to Google Analytics, Google Search Console, Google Business Profile, Google Tag Manager, and Google Merchant Center, to enable the proper execution of digital marketing services.
2. **Reports and Documentation** – All reports, analytics, and documents generated during the term of this Agreement shall be shared with the Client. Notwithstanding this, the methods, techniques, and proprietary processes used by the Service Provider shall remain the exclusive intellectual property of the Service Provider until all contractual obligations, including payment, have been fulfilled.
3. **Custom Work and Deliverables**
Any custom work produced by the Service Provider—including designs, applications, content, and campaign assets—shall remain the property of the Service Provider until the Client has fully satisfied all contractual obligations.

5.2 Unauthorized Use

Unauthorized use of proprietary assets prior to contract completion constitutes a material breach and may subject the Client to legal consequences including injunctive relief, statutory damages, and attorneys' fees.

5.3 Portfolio Usage

The Service Provider may showcase completed work in its portfolio and marketing unless confidentiality is requested in writing.

6. SERVICE LEVEL AGREEMENT (SLA)

Support: All requests will be acknowledged within 24 hours and resolved within 72 hours unless complexity warrants otherwise.

Client Cooperation: Timely responses are required for effective issue resolution.

7. DATA PRIVACY & SECURITY

The Service Provider shall follow the industry's best practices and applicable laws for protecting client data. In the event of a confirmed data breach, the Client will be notified within 24 hours. The Service Provider is not liable for damages resulting from cyberattacks despite compliance.

8. DISPUTE RESOLUTION

8.1 Informal Resolution

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the matter through informal discussions. Such discussions shall occur promptly and in any event within fifteen (15) business days from the date the dispute is raised.

8.2 Legal Proceedings

If the Parties are unable to resolve the dispute through informal discussions, either Party may initiate legal proceedings. All disputes arising under or relating to this Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles, and shall be resolved exclusively in the courts located in Harris County, Texas. Each Party hereby irrevocably submits to the jurisdiction and venue of such courts.

8.3 Waiver of Mandatory Arbitration or Mediation

The Parties expressly waive any obligation to engage in mediation or arbitration unless both Parties mutually agree in writing to such a process.

8.4 Payment Disputes & Chargebacks

The Client agrees not to initiate any payment dispute, chargeback, or refund request for services rendered unless the Service Provider materially fails to perform the services specified in this Agreement. Any improper or unauthorized disputes may result in legal action for recovery of damages, including reasonable attorneys' fees and costs. In the event the Client initiates a payment dispute with a bank or payment processor, the Service Provider is authorized to submit this Agreement, together with all supporting documentation, to defend the validity of the charges. By executing this Agreement, the Client expressly acknowledges and agrees to these payment terms and authorizes charges accordingly. Improper disputes unrelated to the Service Provider's non-performance constitute a breach of this Agreement and may subject the Client to recovery of all associated legal fees and damages.

8.5 Non-Cooperation by Client

The Client acknowledges that failure to provide required materials, access, approvals, or feedback in a timely manner does not constitute a valid basis to dispute charges, withhold payments, or demand refunds. Any project delays or incomplete work caused by Client inaction shall be the sole responsibility of the Client.

8.6 Lead Generation vs. Sales Disputes

The Client acknowledges and agrees that the Service Provider's obligations are limited to marketing services, which are measured by traffic increases, lead generation, and engagement metrics, and not by the Client's ultimate sales results. Dissatisfaction with sales performance does not constitute valid grounds for withholding payment or initiating chargebacks.

8.7 Recovery of Legal Fees

In any legal action or proceeding to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, court costs, and other related legal expenses.

8.8 Limitation on Filing Claims

Any claim, action, or cause of action arising out of or relating to this Agreement must be filed within one (1) year from the date the cause of action arose. Any claim filed after third period shall be deemed forever barred.

8.9 Jurisdiction and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas. The Parties agree that any legal action shall be brought exclusively in a court of competent jurisdiction within the United States.

8.10 Limitation of Liability

The Service Provider's total liability to the Client for any claim, loss, or damage arising out of or relating to this Agreement shall not exceed the total amount paid by the Client under this Agreement.

The Client agrees that neither Party shall be liable for consequential, incidental, indirect, or punitive damages, including, without limitation, lost profits or lost business opportunities.

COMPANY DETAILS:

Company Legal Name: _____

DBA: _____

Business Owner Name: _____

Business Address: _____

Business Phone: _____

Business Email: _____

Website URL: _____

Assigned V&A Group Sales Person: _____

CONTACT PERSON DETAILS:

Name: _____

Job Title: _____

Phone: _____

Email: _____

WEBSITE DETAILS:

Platforms (WordPress, Shopify, WIX etc) _____

For Shopify/Wix share access on dev@carbonrepro.com

Website Access (CPanel/FTP) _____

Keystone (% or X) _____

AGREEMENT & SIGNATURE

By signing below, the Client confirms that they:

- Have read and understood all the terms outlined in this Agreement.
- Agree to abide by these terms at all times.
- Are legally authorized to represent and enter into this Agreement on behalf of the company or themselves.
- Understanding this Agreement is governed by the laws of the State of Texas and of the United States.

CLIENT:

Authorized Representative Full Legal Name:

Company Name:

Title/Position:

Signature: _____

Date: ____ / ____ / ____

WEB4JEWELERS:

Authorized Representative Full Legal Name:

Company Name:

Title/Position:

Signature: _____

Date: ____ / ____ / ____



CREDIT CARD AUTHORIZATION FORM

| Please Complete The Information Below | | |
|--|--------|--|
| FULL NAME: | | COMPANY NAME: |
| DATE: | | EMAIL: |
| CELL: | | TEL: |
| CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER | | |
| AMOUNT: | | PAYMENT DESCRIPTION: |
| CARDHOLDER NAME: | | |
| CARD NUMBER: | | |
| EXPIRATION DATE: | | CVV Code: <small>(3-digit number on back of Visa/MC, 4 digits on front of AMEX)</small> |
| BILLING ADDRESS: | | |
| CITY: | STATE: | ZIP: |

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

By signing this form, you have given us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a transaction Only, and does not provide authorization for any additional unrelated debits or credits to your account.

Card Holder Signature

Date