



SEARCH ENGINE OPTIMIZATION (SEO) AGREEMENT

This Search Engine Optimization (SEO) 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 specialized Search Engine Optimization (“SEO”) solutions (“services”) to the Client, with emphasis on enhancing the client’s visibility within the jewelry industry. These services may include, but are not limited to, targeted keyword analysis, optimization of product and category page content, technical enhancements to improve site performance and search engine compliance, acquisition of quality backlinks from jewelry-related and authoritative sources, creation and refinement of jewelry-focused content, local SEO improvements including Google Business Profile management, performance monitoring, competitive benchmarking, and other SEO initiatives mutually approved by the parties. Both parties acknowledge that all information, whether provided verbally, in writing, or electronically, in connection with these services (“confidential Information”) shall be treated as strictly confidential. No party shall disclose, duplicate, or utilize such confidential information for purposes outside the scope of this agreement, except with prior written authorization from the disclosing party or where disclosure is required by applicable law.

1. SERVICES

1.1 Scope of Work

The Service Provider shall provide Search Engine Optimization (“SEO”) services (the “Services”) as described in the selected plan(s) below:

- **SEO Professional** – \$1,595/month

A one-time setup and onboarding fee of \$395 applies to all digital marketing plans.
_____ (Initial Here).

1.2 Search Engine Optimization (SEO) Services

The Service Provider shall deliver comprehensive SEO services to improve the Client’s website visibility, search engine ranking, and online performance. The Services shall include, but are not limited to, the following:

- **Technical Audits** – Conduct in-depth audits of the Client’s website to identify technical issues affecting search engine performance, including site speed, mobile responsiveness, crawl errors, broken links, and indexing problems.
- **Keyword Analysis** – Perform thorough research and analysis to identify high-value keywords relevant to the Client’s industry, target audience, and competitive landscape. This includes keyword mapping and prioritization for content and optimization strategies.
- **On-Page Optimization** – Optimize website elements such as meta titles, meta descriptions, header tags, image alt attributes, internal linking, and URL structures to enhance search engine relevance and user experience.
- **Local SEO** – Optimize the Client’s online presence for local search, including Google Business Profile management, local citations, reviews, and location-specific keyword targeting to drive foot traffic and local conversions.
- **Off-Page Optimization** – Develop and implement strategies to improve the website’s authority and credibility through high-quality backlink acquisition, citation management, content outreach, and other approved off-site SEO tactics. **Any paid backlinks or high-authority backlink campaigns shall be the responsibility and cost of the Client.**
- **Schema Markup Implementation** – Apply structured data markup to the website’s pages to enhance search engine understanding of content, improve rich snippets, and increase visibility in search results.
- **Blog and Content Development** – Create and publish SEO-focused blog posts, articles, and website content to target identified keywords, engage the audience, and support overall search performance.
- **Ranking and Performance Reporting** – Provide regular reports detailing keyword rankings, traffic metrics, backlink profiles, and other key performance indicators. Reports shall include actionable insights and recommendations for continuous improvement.

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 Timeline

Initial SEO audits, content planning, and roadmap development are expected to be completed within 2 to 3 weeks of the official project start date, barring delays outside the Service Provider's control.

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.

Third-Party Tools & Services

The Service Provider may recommend third-party tools for SEO purposes. The Client must approve any recommended tool and is solely responsible for its cost, subscription, and use. The Service Provider shall not be liable for any issues, damages, or negative outcomes—including poor performance or disruption of SEO work—resulting from the use of such third-party tools.

Google My Business (GMB) Limitations

Regarding Google My Business (GMB) listings, the Service Provider is not responsible for any delays or issues in updating the listing. Any such delays are solely due to Google's algorithms, review processes, or system, which are beyond the Service Provider's control.

No Guarantee of Specific Results

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, or other creative or technical outputs, 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 & Charge backs

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 attorneys' 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 such 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"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
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