



SOCIAL MEDIA SERVICE AGREEMENT

This Social Media 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 shall provide Social Media Marketing and Social Media Ads Management services ("services") to the Client. Such services may include, without limitation, strategic content planning, content publishing, paid advertising campaign creation and management, analysis of client data, development of pricing models, and other related marketing activities as mutually agreed by the parties. The parties acknowledge and agree that all information, whether written, oral, or electronic, exchanged in connection with the performance of the services ("confidential information") shall be deemed confidential. Neither party shall disclose, reproduce, or otherwise use such confidential information for any purpose other than the performance of its obligations under this agreement, except with the prior written consent of the disclosing party or as required by law.

1. SERVICES

1.1 Services Description

The Service Provider shall provide **social media marketing services** (the "Services") as outlined in the selected plan(s) below. The Client shall indicate their selected service(s) by checking the appropriate box(es):

Select Your Plan (12-Month Contract)

- ☐ Social Essentials – \$1,295/month
- ☐ Social Habit – \$3,500/month

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

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 Scope of Work and Deliverables

The Service Provider shall perform the following Social Media Management services for the Client:

Social Essentials:

1. **Strategic Content Planning** – Develop and maintain a content strategy aligned with the Client's brand identity, incorporating engaging posts, relevant hashtags, and seasonal or campaign-based themes.
2. **Content Publishing** – Create, schedule, and publish posts across the Client's designated social media platforms, ensuring optimal posting times and adherence to brand guidelines.
3. **Advertising Campaign Management** – Plan, create, launch, and optimize paid social media advertising campaigns, including budget allocation, targeting, and performance enhancement.
4. **Retargeting Ads** – Implement retargeting strategies to re-engage users who have previously shown interest in the Client's products or services.
5. **Pixel Tracking** – Install and monitor tracking pixels to assess campaign performance and improve targeting accuracy.
6. **Monthly Strategy & Reporting** – Conduct two strategy sessions per month, prepare and deliver detailed monthly performance reports, including key metrics, campaign analysis, and actionable recommendations.

Social Habit:

1. Content Creation & Publishing

- Creation and posting of **26 pieces of content per month** for Instagram and Facebook.
- Cross-posting of content to TikTok to maximize reach and engagement.
- Development and publishing of **10 custom Instagram and Facebook Stories per month**.
- Reposting of relevant industry and community content onto Client pages.

2. Creative Production

- **Professional video production** and editing, including trending audio, reels, transitions, subtitles, and overlays.
- **Professional photography** for high-quality content assets.
- Content production aligned with Client branding and campaign goals.

3. Strategy & Engagement

- Ongoing **content strategy development** tailored to Client objectives, target audience, and industry trends.
- **Caption copywriting** optimized for engagement, clarity, and brand voice.
- Use of **targeted hashtag clusters** to enhance discoverability and organic reach.

4. Account Management

- Assignment of a **dedicated Account Manager** and oversight from an **Account Director (CMO-level involvement)**.
- Monitoring of account activity, content performance, and audience engagement.
- Strategic adjustments based on analytics and industry best practices.

5. Reporting & Analysis

- Delivery of **monthly analytics reports**, including content performance, audience insights, and growth metrics.
- Review and recommendations for continuous optimization of strategy and execution.

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

Social media setup and content calendars are expected to be ready within 2 to 3 weeks of the onboarding meeting, 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.

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 or company asset** (including but not limited to accounts, pages, tools, or other resources) 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. ACCESS, OWNERSHIP & INTELLECTUAL PROPERTY

5.1 Platform Access

Manager access is granted upon social profile launch or calendar approval. Custom work, including designs and applications, remains the property of the Service Provider until contractual obligations are met.

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 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: <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>		
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