

SERVICE AGREEMENT



Thank you for choosing GMedia Digital Marketing Service(s). This agreement describes the terms and conditions between "Member" or "You", GMedia Digital Marketing, "Service Provider", "Us", or "We". Please read this agreement carefully since it contains important contract rights and obligations between you and GMedia Digital Marketing. By using the Service(s), you agree to be bound by all the terms and conditions set forth in this agreement.

IF YOU DO NOT AGREE TO THESE TERMS, CONTACT US TO TERMINATE YOUR SERVICE(S). YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE(S) UNTIL THE SERVICE CANCELLATION DATE.

1. SERVICES

The Company agrees to provide digital marketing services to Client as described in Exhibit A attached hereto (the "Services"). Client agrees to provide all necessary access, materials, and cooperation required for the performance of the Services.

2. FEES AND PAYMENT

Client agrees to pay GMedia Digital Marketing Service for the Services in accordance with the payment schedule set forth in Exhibit B attached hereto. *Invoices shall be paid by the Client before the release of designs and/or services.*

SET UP PACKAGE

\$1200 (One-time fee)

1. SOCIAL MEDIA PROFILE CREATION & OPTIMIZATION

(FACEBOOK, GOOGLE MY BUSINESS, GOOGLE MAPS, YOUTUBE*, YELP, AND INSTAGRAM.)

** YouTube is only applicable to the platinum plan.*

- Creation and optimization of social media profiles.
- Business account setup tailored to your practice.
- Optimization of profile settings and features for enhanced visibility.
- Profile customization ensures brand consistency and professionalism.

2. CUSTOMIZED DESIGN FOR SOCIAL MEDIA SETUP

- Professional cover page design for Facebook, Google, and YouTube*.
- A simple logo design is included to reinforce brand identity.
- Business information optimization for improved visibility and engagement.

** YouTube is only applicable to the platinum plan.*

3. BUSINESS CUSTOMIZATION

- One-time Google My Business photo update with your business logo.
- One-time Google Maps photo update featuring your business logo.
- One-time Yelp photo update showcasing your business logo.

4. PROFESSIONAL PHOTOGRAPHY & VIDEOGRAPHY

- One hour of professional photography and videography services.
- Comprehensive coverage including tour videos, short videos, and team photos.
- Complimentary tour video creation to showcase your practice.

5. PROMOTIONAL GRAPHICS AND VISUAL CREATION

- Creative ideas for promotional materials and menu designs.
- Creation of compelling promotional graphics and visuals for social media and website use.
- Creation of a Menu for print to showcase your offerings effectively.
- Customized content tailored to effectively promote your business.

6. BUSINESS CONSULTING

- Strategic guidance on branding and messaging to align with your practice's identity.
- Consultation on effective promotional strategies and campaigns.
- Alignment of social media efforts with your overall business objectives.
- Provide insights for social marketing improvements and future directions.

GOLD PLAN**\$1600** (Monthly)

A \$600 Facebook AD Campaign Fee will be charged separately.
Clients' credit cards will be on file for the Facebook AD Fee.

1. SOCIAL ENGINE OPTIMIZATION

- Improve Local Search Rankings
- Analyze Local SEO (70 + Publishers)
- Monitor Reviews on 3 Main Sites
- Update Service Information
- Boost Online Credibility

2. WEBSITE MAINTENANCE AND UPDATES

- Keep site content fresh and relevant
- Ensure the website reflects the latest information
- Regularly update photos and videos
- Conduct regular audits for improvement
- Implement optimization strategies

**This service is exclusively available for websites designed by GMedia.*

3. MANAGE REVIEWS

Monitor and respond to customer's reviews on Google, Yelp and Facebook.

Google Review	Yelp Review	Facebook Review
Weekly	Weekly	3x a week

*****CONSENT FORM MUST BE SIGNED**

4. MANAGE AND UPDATE SOCIAL MEDIA

- Conduct regular social media audits for improvement.
- Ensure it reflects the latest information.
- Delete any inappropriate comments.
- Upload new and high-quality photos (Facebook, Google, and Yelp)

**If the photo is not taken by GMedia, it must be provided by the business to maintain authenticity.*

5. GRAPHICS AND VISUAL CREATION

- Creation of promotional graphics.
- Tailored content creation.
- Design 1 print piece per month. (Single page)

**Designs cannot be rolled over to the following month.
Additional Prints will be charged an hourly rate.*

6. UPDATE CUSTOM CONTENT TO SOCIAL MEDIA PLATFORM

GMedia designs tailored visuals for businesses, posts weekly on social media, produces multiple format videos, and posts blogs monthly.

Facebook Posts	Instagram Posts	Reels & Shorts Videos
3 per week	3 per week	Up to 4 videos

7. PROFESSIONAL PHOTOGRAPHY & VIDEOGRAPHY (\$1000 VALUE)

- Complimentary 2 Hours of Videography & Photography every 3 months.
- Utilize advanced editing techniques.
- Create engaging video content.

**Additional fees may apply if it exceeds 2 hours.*

8. BUSINESS CONSULTING

- Consultation on effective promotional strategies.
- Provide insights for social marketing improvements.

9. ANALYZE MONTHLY REPORTS

- Monthly analytic reports from Google, Facebook, and Yelp
- Monthly SEO ranking report based on Google local SEO

PLATINUM PLAN

\$2800 (Monthly)

A \$600 Facebook AD Campaign Fee will be charged separately.
Clients' credit cards will be on file for the Facebook AD Fee.

1. SOCIAL ENGINE OPTIMIZATION

- Improve Local Search Rankings
- Analyze Local SEO (70 + Publishers)
- Monitor Reviews on 3 Main Sites
- Update Service Information
- Boost Online Credibility

2. WEBSITE MAINTENANCE AND UPDATES

- Keep site content fresh and relevant
- Ensure the website reflects the latest information
- Regularly update photos and videos
- Conduct regular audits for improvement
- Implement optimization strategies

**This service is exclusively available for websites designed by GMedia.*

3. MANAGE REVIEWS

Monitor and respond to customer's reviews on Google, Yelp and Facebook.

Google Review	Yelp Review	Facebook Review
Weekly	Weekly	5x a week

*****CONSENT FORM MUST BE SIGNED**

4. MANAGE AND UPDATE SOCIAL MEDIA

- Conduct regular social media audits for improvement.
- Ensure it reflects the latest information.
- Respond to feedback and comments (Facebook, Instagram - weekly)
- Delete any inappropriate comments.
- Upload new and high-quality photos (Facebook, Google, and Yelp)

**If the photo is not taken by GMedia, it must be provided by the business to maintain authenticity.*

5. GRAPHICS AND VISUAL CREATION

- Creation of promotional graphics.
- Tailored content creation.
- Design 3 print pieces per month. (Single page)

**Designs cannot be rolled over to the following month.
Additional Prints will be charged an hourly rate.*

6. UPDATE CUSTOM CONTENT TO SOCIAL MEDIA PLATFORM

GMedia designs tailored visuals for businesses, posts weekly on social media, produces multiple format videos, and posts blogs monthly.

CUSTOM VISUALS AND CONTENT

Facebook Posts	Instagram Posts
3 per week	3 per week

VIDEO PRODUCTION

Reels & Shorts Videos	YouTube videos
Up to 6 videos	Up to 3 videos

7. PROFESSIONAL PHOTOGRAPHY & VIDEOGRAPHY (\$1000 VALUE)

- Complimentary 3 Hours of Videography & Photography every 2 months.
- Utilize advanced editing techniques.
- Create engaging video content.

**Additional fees may apply if it exceeds 3 hours.*

8. BUSINESS CONSULTING

- Every 2 months by visiting your business.
- Provide personalized recommendations.
- Consultation on effective promotional strategies.
- Provide insights for social marketing improvements.
- Implement data-driven decision-making.

9. ANALYZE MONTHLY REPORTS

- Monthly analytic reports from Google, Facebook, and Yelp
- Monthly SEO ranking report based on Google local SEO

A LA CARTE SERVICES

- Professional In-house Video/Photography **\$250 / per hour**
- Video/Photography Editing **\$100 / per hour**
- Design Requests **\$100 / per hour**

**Please allow 3-4 business days for the final design. Revisions will be charged at the hourly rate.*

3. ADDITIONAL COSTS AND DESIGN APPROVAL PROCESS

Any circumstances leading to additional costs, such as rush delivery fees, expedited revisions, or requests for design concepts beyond the initial scope, will be clearly detailed. Moreover, the process for design approval will be clearly defined, emphasizing the client's responsibility to provide timely feedback and approval at each stage of the project. Delays in approval may impact project timelines and result in additional charges.

4. CLIENT RESPONSIBILITIES AND REVISION POLICY

The Client is responsible for promptly reviewing all deliverables provided by GMedia Digital Marketing ("Service Provider") upon receipt. When revisions to previously completed and updated designs are necessary due to customer failure or negligence in providing timely feedback or approval, additional corrective action charges may apply. These charges will be billed at a rate of \$100 per hour with a minimum charge of \$70. Additionally, the number of revisions included in the project scope will be clearly outlined. For instance, the initial project fee may cover up to three rounds of revisions, with any further revisions incurring additional charges.

5. INTELLECTUAL PROPERTY RIGHTS AND USAGE RIGHTS

All designs, content, or materials created by GMedia Digital Marketing shall remain its intellectual property until full payment is received from the Client. Upon receipt of full payment, ownership of the final design(s) will transfer to the Client, granting them the right to use the design(s) for their intended purposes. However, the original design files remain the property of GMedia Digital Marketing and cannot be requested by the customer. Additionally, usage rights for the final design(s) will be specified, including any restrictions on modification, reproduction, or distribution.

6. TERMINATION POLICY

Client may terminate this Agreement by providing written notice to GMedia Digital Marketing ("Service Provider") at least one month in advance of the intended termination date. GMedia Digital Marketing does not refund partial monthly payments. Cancellation only applies after the 30-day cancellation waiting period is over. The client will be charged for any work done during the 30-day cancellation period. Additionally, GMedia Digital Marketing will communicate to the client at least one month in advance of the effective date of the price change.

7. TIMELINE AND DEADLINES

Both GMedia Digital Marketing ("Service Provider") and the Client will agree upon specific project timelines and deadlines for deliverables. This ensures that both parties have a clear understanding of when work will be completed. Any changes to the agreed-upon timelines will be communicated promptly and agreed upon by both parties.

8. FORCE MAJEURE

In the event that either party is unable to fulfill its obligations under this Agreement due to circumstances beyond their control, such as natural disasters, acts of war, government regulations, or other events commonly referred to as "force majeure," the affected party shall promptly notify the other party in writing and provide details of the circumstances preventing performance. The affected party will be excused from performance for the duration of the force majeure event, and the timelines for deliverables will be extended as necessary to accommodate the delay caused by the force majeure event.

9. SUBCONTRACTORS

GMedia Digital Marketing may, at its discretion, use subcontractors to perform certain services outlined in this Agreement. Any subcontractors engaged by GMedia Digital Marketing will be required to adhere to the same standards and obligations as outlined in this Agreement. GMedia Digital Marketing will remain fully responsible for the performance and deliverables of subcontractors and will ensure that subcontractors maintain confidentiality and comply with all relevant terms of this Agreement.

10. CONFIDENTIALITY

Each party agrees to keep confidential any proprietary or confidential information disclosed by the other party during the term of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

12. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Texas.

14. SIGNATURES

Please sign and date your acknowledgment of your service plan and what it entails, including fees and the a la carte services that are **NOT** included in your plan.

Selected plan: _____

Party A:
<hr/>
DATE:

Party B:
<hr/>
DATE: