RSGONZALES

Terms and Conditions of Service

RS Gonzales LLC

Last updated November 12, 2026

These Terms and Conditions of Service and the Marketing Proposal that comes with them (the "Proposal") make up the agreement (the "Agreement") between RS Gonzales LLC ("RS Gonzales") and the business that signs below ("Client"). If these Terms and the Proposal disagree, these Terms control unless they say otherwise.

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1. How Long This Agreement Lasts, and What Happens If Client Leaves Early

1.1 Month to month, with no minimum commitment. This Agreement starts on the date Client signs it (the "Start Date") and continues month to month. Client may end it at any time by email sent at least 14 days before the last day of a calendar month. The Agreement then ends on the last day of that month (the "End Date"). Notice sent with fewer than 14 days left in a month takes effect at the end of the following month. Client pays its fees through the End Date and nothing for any later month.

1.2 The 30-day money-back guarantee. If Client ends this Agreement by email within 30 days after the first onboarding meeting, for any reason, RS Gonzales refunds every fee Client has paid it within 2 business days, and Client owes nothing more. Client keeps the marketing materials created in those 30 days, such as social media posts and the Local Services Ads account setup. Client does not keep the new website: RS Gonzales takes it offline and restores Client's previous website on request. Money Client paid directly to ad platforms is not an RS Gonzales fee and is not refunded. During those 30 days this guarantee overrides every no-refund term in this Agreement, and it is Client's only remedy for dissatisfaction during that period.

1.3 The new website, paid off over 12 months. RS Gonzales charges no onboarding fee and nothing up front to design and build Client's new website (the "Website"). The Website has a value of $6,000. Each Paid Month reduces the amount still owed on it (the "Website Balance") by $500, so after 12 Paid Months the Website Balance is zero and the Website, with its complete files, becomes Client's property. A "Paid Month" is a month for which Client has paid in full the monthly fee for its marketing plan or for the Hosting Plan described below. The first month, even if partial, counts as a Paid Month.

1.4 Leaving before the Website is paid off. Client may leave at any time under Section 1.1. A Client that leaves while a Website Balance remains chooses one of these three options for the Website, and with any of them pays its monthly fees through the End Date.

Option	Cost	Result
1. Pay the balance	The Website Balance, charged on the End Date, or on the day Client chooses this option if later	The Website and its complete files become Client's on payment.
2. Move to the Hosting Plan	$400 a month, only for the Paid Months still needed to reach 12	Marketing services stop. The Website stays live on RS Gonzales's servers and becomes Client's when that period ends.
3. Restore the old website	Nothing	RS Gonzales takes the Website offline and puts Client's old website back up. RS Gonzales keeps a complete copy of the old website, as it was on the Start Date, and never deletes it, so this option is always available.

How Client chooses.

1. Client states its choice in its cancellation notice, or by email by the End Date.
2. If Client has not chosen, RS Gonzales asks at least three times, by email, phone and text message, over at least 14 days. The Website stays live while it does.
3. If Client still has not chosen, RS Gonzales restores the old website.
4. For 12 months after the End Date, Client may still buy the Website for the Website Balance it owed on the End Date, provided it owes RS Gonzales nothing else. RS Gonzales keeps a complete copy of the Website for that time.

Until the Website is paid off, it belongs to RS Gonzales, including its design, layout and code and the copy written for its launch pages. Client may not use or copy any of them after the End Date, or have a new website built to closely imitate them, for example from screenshots. Content RS Gonzales creates after launch, such as blog posts and new pages, belongs to Client once paid for (Section 9.2).

1.5 What leaving costs, month by month.

Client leaves after	Pay the balance	Move to the Hosting Plan
3 Paid Months	$4,500	9 months, $3,600
6 Paid Months	$3,000	6 months, $2,400
9 Paid Months	$1,500	3 months, $1,200
11 Paid Months	$500	1 month, $400

Each month on the Hosting Plan counts as a Paid Month. At any time on the Hosting Plan, Client may pay the remaining Hosting Plan months in one payment and own the Website at once, or return to a marketing plan, with the count of Paid Months continuing where it stopped. Once the Website is Client's, Client may stay on the Hosting Plan month to month (Section 5.4). Section 5 describes what the Hosting Plan includes.

1.6 Paying off the Website early. Client may pay off the Website Balance at any time, including at signing, and the Website becomes Client's once it is complete and paid for. Client may then leave at any time under Section 1.1 without choosing an option. If Client uses the money-back guarantee, any amount paid toward the Website is refunded and the Website does not become Client's.

1.7 If RS Gonzales ends this Agreement. RS Gonzales may also end this Agreement with 14 days' notice under Section 1.1. If it does so before Client has completed 12 Paid Months, for a reason not listed in Section 1.8, the Website becomes Client's at no charge on the End Date, provided Client's fees are paid through that date.

1.8 Ending for cause. RS Gonzales may end this Agreement immediately by written notice if a payment is more than 10 days late, if Client makes a Payment Reversal (Section 12.1), or if Client uses the Website for any illegal purpose. For any other serious breach, such as a lapsed license or a failure to meet Client's obligations in Section 7, RS Gonzales will first email Client a description of the problem, and Client has 30 days to fix it. Fees remain due during those 30 days. Any service that cannot run without the missing item may pause until it is fixed. For example, Google may suspend Local Services Ads when a license lapses. Such a pause is not a failure by RS Gonzales and does not entitle Client to a refund, credit or fee reduction. If the problem is not fixed, RS Gonzales may end this Agreement by written notice. In each case under this Section, the End Date is the date of RS Gonzales's notice, fees already paid are not refunded, Client chooses a Website option under Section 1.4, and no other penalty applies.

1.9 If RS Gonzales falls short. If RS Gonzales fails to deliver the services described in the Proposal, Client may email RS Gonzales a description of the problem, and RS Gonzales has 30 days to fix it. If it does not, Client may end this Agreement by written notice, and the Website becomes Client's at no charge on the End Date, provided Client's fees are paid through that date. Two things are not a failure to deliver. First, a delay caused by Client, such as a late review or approval, missing logins or domain access, or missing documents (Sections 7.1, 7.2 and 7.5). The affected timeline moves by the length of the delay, and the 30

days to fix a problem start only once Client has provided what was needed. Second, results. RS Gonzales does not promise results, rankings or lead volume (Section 8.3), so falling short of a target or projection is not a failure to deliver the services.

1.10 What Client always keeps. However this Agreement ends, Client keeps its domain name, Google Business Profile, Facebook page, ad accounts and analytics, which belong to Client from the first day (Section 9.1). The practical steps after the End Date are in Section 6.

2. Fees and Payment

2.1 Monthly fee. Client pays the monthly fee for the marketing plan it selects in the Proposal: Grow at $2,200, Accelerate at $3,500 or Dominate at $5,000. The fee will not increase during the first 12 months after the Start Date. After that, RS Gonzales may change its fees on 45 days' written notice.

2.2 The Platform. The monthly fee includes use of RS Gonzales's software platform (the "Platform"). The Platform has two parts: Lead Connector, the customer management and marketing automation system built on GoHighLevel, with the automations RS Gonzales builds in it; and OPSY, RS Gonzales's own AI system, which tracks Client's results and runs the custom AI applications RS Gonzales builds for Client, such as pricing calculators and hiring tools.

2.3 More than one location. Grow and Accelerate include management of one Google Business Profile. A Client that opens a second location moves to Dominate, which includes up to two profiles. Each profile beyond two is $2,500 a month, because a new location is marketed almost like a separate branch of the business: RS Gonzales creates and optimizes the profile, advises on choosing a location that meets Google's Business Profile guidelines, posts to it daily, builds location pages for that service area on the Website, creates location-specific social media content and, where needed, sets up separate ad campaigns with their own location targeting and keywords.

2.4 When fees are due. The first monthly fee is due on the day of the first onboarding meeting and is prorated from that day to the end of the month. Each later fee is due on the 1st of the month.

2.5 Card on file. RS Gonzales charges every fee under this Agreement automatically to the credit or debit card Client keeps on file with RS Gonzales (the "Payment Card"). Before onboarding begins, Client provides the Payment Card through RS Gonzales's payment page and authorizes RS Gonzales to charge it for each fee as it comes due, without further approval. This authorization lasts until everything owed under this Agreement is paid. Client may revoke it only by written notice to RS Gonzales, and if it does, Client will provide another payment method RS Gonzales accepts before the next fee is due. Revoking the authorization does not end this Agreement or Client's obligation to pay. Client will keep the Payment Card current and replace it promptly if it expires, is canceled or is declined. A declined charge is a missed payment, and RS Gonzales may retry it. Apart from the monthly fee, the Hosting Plan fee and amounts Client has chosen, such as a Website Balance, RS Gonzales emails Client an itemized notice at least 5 business days before charging any amount, so Client can raise a question under Section 12.1 first. Hourly work, including revisions beyond those included (Section 4.2) and Hosting Plan updates beyond 2 hours (Section 5.2), is done only after Client approves it in writing.

2.6 Late payments. Any amount unpaid 10 days after its due date bears interest at 1.5% a month (18% a year), or the highest lawful rate if lower, until paid. RS Gonzales may pause the services while any amount is more than 10 days late.

2.7 Refunds. After the 30-day guarantee period in Section 1.2, fees are non-refundable once paid.

2.8 Taxes and currency. All fees are in U.S. dollars and do not include sales, use, goods and services, harmonized sales or similar taxes. Client is responsible for any such taxes that apply to the services in Client's jurisdiction, including any tax Client must self-assess, and will provide its tax registration number on request.

2.9 Ad channels in each plan. Each plan includes management of the following ad channels. Grow: Google Local Services Ads and Google Ads (pay-per-click). Accelerate: Google Local Services Ads, Google Ads and one additional channel Client chooses from Meta Ads, Yelp Ads and ChatGPT Ads. Dominate: Google Local Services Ads, Google Ads, Meta Ads, Yelp Ads and ChatGPT Ads.

3. Advertising Spend and Charges

3.1 Ad spend. RS Gonzales recommends that Client spend at least $3,000 a month on paid advertising. This is a recommendation, not a minimum, but RS Gonzales cannot promise the best results at a lower budget.

3.2 Client pays the ad platforms directly. Client pays all advertising costs directly to each platform. Those costs are Client's responsibility, RS Gonzales does not refund them, and Client will not bring a chargeback, payment dispute or reimbursement claim against RS Gonzales for them. RS Gonzales does not control lead volume and does not guarantee the number, quality or conversion of leads.

3.3 Two cards on each ad platform. Client will keep two current credit cards, a primary and a backup, on file with each ad platform it uses, so a declined card does not stop its campaigns.

3.4 Google Local Services Ads. Local Services Ads (LSAs) are separate from, and in addition to, the recommended ad spend. Google charges for each lead, and lead volume can swing sharply with weather, season and local demand. No one, including RS Gonzales, can predict or guarantee a steady flow of LSA leads. LSAs require a maximum weekly budget, which may be well above the amount actually spent. Occasional surges are part of how LSAs work. Google tends to favor advertisers whose budgets can absorb them, so lowering the budget or pausing the ads during a surge can reduce the leads Client receives well after the surge ends. Client should plan its budget and technician capacity to handle surges. Client may lower the budget or pause the ads at any time, and RS Gonzales will do so within one business day of Client's request. RS Gonzales recommends talking it through first, because of the likely effect on future leads. Charges for leads received are Client's responsibility, and only Google decides whether to credit a lead.

3.5 Ad-management fee above the plan threshold. If Client's combined monthly spend on Google Ads (pay-per-click), Meta Ads, Yelp Ads and ChatGPT Ads is above its plan's threshold, Client pays 10% of the amount above the threshold. LSA spend never counts. The thresholds are $5,000 a month for Grow,

$10,000 for Accelerate and $25,000 for Dominate. Managing more spend takes more campaigns, monitoring and optimization, so the fee covers that added work. Because ad budgets are agreed in advance (Section 3.6), RS Gonzales points out the fee whenever a budget Client approves would go above its plan's threshold, so it is never a surprise.

> *Example, Grow plan:* Client spends $7,000 on Google Ads and $2,000 on LSAs. The counted spend is $7,000, which is $2,000 above the $5,000 threshold, so the fee is $200.

RS Gonzales shares the platform spend data with Client, then charges the fee to the Payment Card early in the following month. If moving up a plan would cost Client less than the fee, Client may instead move to the higher plan retroactively, from the start of the month in which it went over the threshold, and pay that plan's fee for the month in place of the 10%.

3.6 Ad budgets and campaign changes. Client and RS Gonzales agree on each ad budget in advance, and RS Gonzales never raises a budget or adds a platform without Client's written approval. An agreed budget is a maximum, not a promise to spend it: when demand is low, such as in a mild-weather month, actual spend may come in well under it. Client owns its ad accounts and may lower or pause its spending at any time. Changes to how campaigns run, such as targeting, keywords, bids and settings, can reduce lead volume for weeks or months afterward, so Client agrees to make them through RS Gonzales rather than directly. If Client changes a campaign itself, RS Gonzales will work to restore performance at no extra charge but is not responsible for the effect on leads. If an error by RS Gonzales causes spending above an approved budget, RS Gonzales will tell Client promptly and request a credit from the platform.

4. Out-of-Scope Work and Other Rare Charges

These charges exist for unusual cases, such as requests well outside the marketing plan or a sharp rise in what AI providers charge. Most clients never pay them.

4.1 Hourly work. RS Gonzales's hourly rate is $40 (the "Hourly Rate"). Hourly work is charged to the Payment Card.

4.2 Revisions. Unless the Proposal says otherwise, Client receives three rounds of revisions on each deliverable, such as website design, blog posts, emails, social media posts and ad copy. A round is all the feedback Client gives on a draft, in one or more messages or meetings, within 2 business days of its first comment. RS Gonzales then makes those changes and sends a revised draft, and feedback on that revised draft starts the next round. Changes beyond three rounds, or after Client has approved a deliverable in writing, are billed at the Hourly Rate, with Client's approval first (Section 2.5). If requested changes add 50% or more to the time or scope of the work, RS Gonzales may issue a new Proposal, and the revised work begins only once both parties have signed it.

4.3 Additional work. For work outside this Agreement, RS Gonzales will send a written scope and estimate at the Hourly Rate, and the work begins once Client approves it in writing.

4.4 AI usage. The Platform uses third-party artificial intelligence (AI) services on Client's behalf. The marketing plan fee and the Hosting Plan fee each include up to $20 of AI usage a month, well above what a typical client uses. Usage above $20 would usually come only from a sharp rise in AI providers' prices or heavy use of custom AI applications. Any excess is billed at cost plus a 20% administrative fee and charged to the Payment Card early in the following month, and RS Gonzales will tell Client before the first such charge. RS Gonzales will provide a usage summary on request.

5. The Hosting Plan

5.1 What it includes. The Website Hosting, Maintenance and Updates Plan (the "Hosting Plan") keeps the Website live and maintained, without marketing services, for $400 a month. It includes hosting and maintenance, security monitoring, plugin updates, uptime monitoring, basic troubleshooting, automated 24/7 monitoring that detects outages, and up to 2 hours of website updates each month. It also includes continued use of the Platform, including the automations and AI applications RS Gonzales built for Client.

5.2 What it does not include. The Hosting Plan does not guarantee uptime or protection from security breaches, and Section 13 applies. It does not include email hosting or marketing services. Updates beyond 2 hours in a month are billed at the Hourly Rate. Billable time includes all design, content and technical work, and any call or email exchange longer than 15 minutes. Unused hours do not carry over.

5.3 How the Agreement works on the Hosting Plan. On the Hosting Plan, this Agreement continues with the $400 fee in place of the marketing plan fee, charged to the Payment Card on the 1st of each month. All other terms of this Agreement still apply.

5.4 Hosting a Website Client owns. Once the Website is Client's property, Client may stay on the Hosting Plan month to month, with no minimum commitment, and either party may end it under Section 1.1.

5.5 Hardship. RS Gonzales may, at its sole discretion, offer a lower Hosting Plan price in a case of genuine hardship. No Client is entitled to one.

6. After This Agreement Ends

RS Gonzales builds assets for Client and provides services to Client. When the services end, Client keeps the assets, and RS Gonzales helps Client move them during a 30-day transition period that starts on the End Date.

6.1 The transition period. During the transition period, RS Gonzales keeps its administrator access so it can help Client move its accounts and Website, answers Client's transition questions at no charge, and provides a final performance report. It then removes its access, or sooner if Client asks. If Client needs more time, for example because it has not yet chosen a new host or agency, RS Gonzales will extend the transition period by up to 30 more days on request.

6.2 Content. If all fees are paid, RS Gonzales releases to Client the graphics and content it created for Client, at no charge.

6.3 Moving a Website Client owns. When the Website is Client's property, Client has until the end of the transition period (Section 6.1), or 30 days after the Website becomes Client's if later, to move it to another host. RS Gonzales provides a complete backup at no charge. "Complete files" means a full backup of the Website, including its files, database, theme and media, that can be restored on a standard WordPress host, plus a list of any paid plugins or licenses Client will need to keep it running. After that, Client is responsible for WordPress updates, licensed plugins, hosting and future compatibility. If Client has neither moved the Website nor joined the Hosting Plan by then, RS Gonzales may remove the Website from its servers without liability.

6.4 Platform access. The Platform is included in both the marketing plan and the Hosting Plan. A Client on neither plan may keep Platform access for $197 a month, and RS Gonzales may change that price on 45 days' written notice. Otherwise, Platform access ends when Client's last plan ends, and RS Gonzales disconnects the Platform from Client's other accounts. If Client asks within 30 days after Platform access ends, RS Gonzales will export Client's own data (contacts, pipeline and message history) at no charge. After that, RS Gonzales will prepare an export at the Hourly Rate on request for up to 90 days after Platform access ends, and may then delete the data. Tools and automations RS Gonzales built are not exported, but on request RS Gonzales will give Client a list of the automations it had running, by name and purpose. RS Gonzales is not responsible for how exported data works elsewhere.

6.5 Tracking and text-message number. Within 30 days after the End Date, RS Gonzales removes the Application-to-Person (A2P) number from Client's website and Google Business Profile. The number may remain on off-site videos made for Client. If all fees are paid, RS Gonzales will transfer the number to Client at no charge on request.

6.6 Coming back. A Client that signs a new agreement with RS Gonzales within 6 months after the End Date picks up its count of Paid Months where it stopped.

7. What RS Gonzales Needs From Client

7.1 Client's obligations. During this Agreement, Client will:

- respond to RS Gonzales's requests for content, credentials, approvals or feedback within 5 business days;
- attend scheduled onboarding sessions, strategy calls and check-ins, or give at least 24 hours' notice and promptly reschedule;
- provide the logins and permissions RS Gonzales needs, including for Google, Meta, website hosting and Client's customer management system;
- approve each deliverable, or send one set of written feedback, within 5 business days of receiving it;

- tell RS Gonzales before changing the Website, Google Business Profile or other assets RS Gonzales manages, and make changes to ad campaigns through RS Gonzales (Section 3.6); and
- meet the license, documentation and address requirements in this Section.

7.2 Timelines. RS Gonzales will make commercially reasonable efforts to meet the timelines in the Proposal. Each day of delay caused by Client extends the affected timeline by a day and is not a breach by RS Gonzales.

7.3 Licenses at signing. Client represents that, on the date it signs, it holds every license, registration, bond and insurance policy the law requires to operate and advertise its business, including (a) a valid contractor's license for the trade services it offers, in each place it operates or advertises; (b) a federal Employer Identification Number (EIN), with IRS documentation (Form CP-575 or Letter 147C); (c) general liability insurance at commercially appropriate levels; and (d) any surety bond its state or locality requires. RS Gonzales relies on this representation in building the Website without an up-front fee.

7.4 Keeping them current. Client will keep all of these in force during this Agreement and provide copies on request without unreasonable delay. If any of them lapses or is revoked, Client will tell RS Gonzales in writing within 5 business days and act immediately to restore it. A lapse not fixed within 30 days of RS Gonzales's written notice may end this Agreement under Section 1.8.

7.5 Services that need documents. Some services, including Local Services Ads, Google Business Profile optimization and text-message marketing, cannot launch until the platform has received and accepted Client's documents. RS Gonzales is not required to launch those services, and is not responsible for the delay, until it has received and verified the documents and the platform has accepted them. A delay or limit caused by missing documents is not poor performance by RS Gonzales and does not entitle Client to a refund, credit, fee reduction or right to end this Agreement. A Payment Reversal on that basis is a serious breach under Section 12.

7.6 Business address. Client will keep a valid business address, at its own cost. RS Gonzales may advise Client on choosing an address that meets Google's Business Profile guidelines. Client acknowledges that a business without a physical address shown on its Google Business Profile usually gets far less local search visibility and fewer organic leads, and that co-working and virtual addresses risk delayed verification, suspension or reduced visibility.

7.7 Courtesy help. RS Gonzales may, at its sole discretion, help Client obtain documents such as EIN letters, bonds, licenses or verification materials. That help is outside the services, creates no duty to continue or to achieve any outcome, does not change any billing date, timeline or refund window, and is not an admission that obtaining the documents was RS Gonzales's job.

8. Service Standards and Results

8.1 Service standards. Client will have a named account manager, who manages no more than 12 client accounts, and a named backup. During business hours, Eastern Time, RS Gonzales aims to respond to Client's messages within 2 hours, and it keeps an after-hours contact for urgent problems such as a

website outage. Current hours and contacts are in the client guide RS Gonzales provides, which it may update on written notice. These hours and response times are targets, not guarantees.

8.2 Results depend on both parties. RS Gonzales brings prospective customers to Client. Answering calls, dispatching technicians, booking jobs and earning good reviews are Client's responsibility. Leads that do not convert because of Client's operations are not a failure of the services and do not entitle Client to a refund, credit, fee reduction or payment dispute.

8.3 No guaranteed results. RS Gonzales cannot guarantee results, rankings or lead volume. Search engines, AI search and chat tools, ad platforms, social networks and review sites are run by other companies. They change their rules, algorithms, prices and policies often and without notice, and they may limit, suspend or remove a listing, ad or account without cause. RS Gonzales does not control them and is not responsible for those changes, or for ranking losses caused by changes others make to Client's website. Some keywords are highly competitive, new businesses can take longer to gain visibility, and search and AI visibility work often takes several months or longer to show results.

8.4 Google Business Profile verification. Google alone decides whether to verify a Google Business Profile. RS Gonzales will assist but does not guarantee verification, and a failure to obtain or keep it for any reason outside RS Gonzales's direct control does not entitle Client to a refund, credit or payment dispute.

8.5 Projections are estimates. Any projection, forecast, target or case-study result in the Proposal or in a sales conversation is an illustrative estimate, not a guarantee, representation or warranty. Client has not relied on any such statement in signing this Agreement. Results depend on many factors outside RS Gonzales's control, including the market, Client's location, responsiveness and budget, competition, changes by search engines, AI tools and ad platforms, and Client's own operations.

9. Ownership

9.1 Client's accounts. From the first day, Client owns its domain name, Google Business Profile, Facebook page, ad accounts (Google Ads, Local Services Ads, Meta, Yelp and any other platform), Google Analytics, Google Tag Manager, Google Search Console and conversion tracking. RS Gonzales will set these up under Client's own name wherever possible and works in them as an administrator or agency partner.

9.2 Content. Content RS Gonzales creates specifically for Client, including blog posts, pages added after launch, graphic designs, social media posts, photography, video and directory listings, becomes Client's property once paid for, for any lawful use, subject to Section 10. The Website's design, layout, code and launch copy are covered by Section 1.

9.3 Client's data. Client owns its contacts, followers and customer data, including all contacts generated through outreach campaigns. Client does not own the systems used to store or act on that data. RS Gonzales protects Client's data with reasonable security measures. Only the team members who work on Client's account, along with RS Gonzales's billing and administrative staff, can see Client's customer data.

RS Gonzales never sells Client's data. It is stored in and processed by the software RS Gonzales uses to deliver the services, such as its customer management system and the AI tools it uses to analyze results. If RS Gonzales learns of a security breach affecting Client's data, it tells Client within 72 hours.

9.4 The Platform and RS Gonzales's tools. While this Agreement is in effect, and afterward for as long as Client pays for Platform access, Client has a limited, non-exclusive, non-transferable license to use the Platform, including the dashboards, tools and applications RS Gonzales builds or configures for Client. Client may have as many user accounts as it needs and is responsible for all activity under its logins. RS Gonzales owns the Platform and everything it builds or configures for Client, including applications, dashboards, calculators, AI features, prompts, workflows, automations, integrations, reporting formats, methods and strategic processes, however tailored they are to Client. A Client that wants to use its own GoHighLevel account instead must first sign an addendum, and workflows RS Gonzales builds there remain RS Gonzales's property. After this Agreement ends, Client may keep using everything RS Gonzales built for it for $197 a month, or as part of the Hosting Plan (Section 6.4).

9.5 No copying. While this Agreement is in effect and for 2 years after it ends, Client will not copy, export, reverse-engineer or share OPSY, the custom AI applications RS Gonzales builds for Client, or RS Gonzales's other tools, prompts, workflows, code, templates or configurations, or give them to anyone, including another marketing agency. This protects RS Gonzales's actual materials, not general ideas: Client, or any agency it hires, may build its own versions of standard marketing tools, such as missed-call text-back, review requests, appointment reminders and estimate follow-ups, as long as it does not copy RS Gonzales's materials to do so. A breach of this Section is also a breach of Section 14, and RS Gonzales may seek a court order to stop it.

9.6 Samples of the work. RS Gonzales may show its work for Client, such as website and design screenshots, in its portfolio, during and after this Agreement, without Client's results. It may also share Client's results anonymously, for example "an HVAC company in the Mid-Atlantic," taking reasonable care that no detail, alone or combined with others, would let a reader identify Client. Using Client's name, logo or testimonial alongside its results needs Client's written approval. Financial figures, such as revenue, appear only in anonymous results or with Client's written approval, and RS Gonzales never discloses Client's other confidential business data.

10. Photos, Video and Music

10.1 What Client provides. Client is responsible for the rights to the photos, videos, music, testimonials, manufacturer materials and other content it provides, and to anything on its website or social media before RS Gonzales began. Client confirms it has permission to use them in marketing, including releases from anyone shown or heard, and that its testimonials are genuine, with any reward disclosed. Client will indemnify and hold harmless RS Gonzales against claims about this material, except to the extent a claim arises from RS Gonzales's own negligence.

10.2 Image check at onboarding. At onboarding, RS Gonzales reviews Client's existing website and social media and flags images it recommends replacing. Images Client keeps remain its responsibility. The review is not a guarantee.

10.3 What RS Gonzales sources. RS Gonzales uses paid, licensed stock for the material it chooses. If a claim arises over that material, RS Gonzales will handle it, pay any settlement or award and replace the material, up to $5,000 in total. This limit replaces Section 13.3 for these claims and covers the material only as RS Gonzales placed it.

10.4 Shoots and interviews. Photos and videos from shoots RS Gonzales arranges, including through Snappr, and clips from interviews RS Gonzales records become Client's property once Client has paid through that month, subject to the booking service's terms. RS Gonzales keeps the raw footage and provides it on request. Client will have everyone on camera sign RS Gonzales's release form. The individual signing this Agreement consents to the use of their image and voice in Client's marketing, and in RS Gonzales's marketing only in material Client has approved. After this Agreement ends, RS Gonzales will stop new uses of that material on request.

10.5 AI images. Images and video made with AI may not be protected by copyright, so RS Gonzales does not promise exclusive ownership of them.

10.6 Claims, and after Client leaves. Each party will tell the other within 3 business days of a claim. RS Gonzales will remove the material within 2 business days, and neither party will settle a claim the other may have to pay without consulting it. If a stock license cannot transfer to Client, Client will remove the material or buy its own license within 30 days after the End Date.

11. Permissions, Call Tracking and Text Messages

11.1 Permissions. Client authorizes RS Gonzales to access, change and add pages and content to Client's website as needed for search engine optimization and the agreed services; to use Client's logos, trademarks, images and similar materials to provide the services; and to communicate with third parties, such as Client's previous web designer, as needed.

11.2 Tracking number. Client consents to an Application-to-Person (A2P) phone number appearing on its website, social media and marketing materials, and to the tracking of calls routed through it.

11.3 Text messages. RS Gonzales may send text messages on Client's behalf, including replies and reminders to people who contacted Client and marketing campaigns to Client's customers.

(a) Consent. When RS Gonzales imports a list of Client's customers, at onboarding or later, Client confirms in writing that the people on it agreed to receive marketing texts from Client, as the Telephone Consumer Protection Act, 47 U.S.C. § 227 (TCPA), and state laws require. RS Gonzales relies on that confirmation, and Client will indemnify RS Gonzales against claims that people on a list Client confirmed did not give that consent.

(b) How messages are sent. RS Gonzales sends marketing texts only between 8 a.m. and 8 p.m. in the recipient's time zone. Replies to people who have just contacted Client, such as a text to a missed call, go out at any hour. RS Gonzales includes opt-out instructions, stops texting anyone who replies STOP, honors other opt-out requests promptly, and keeps Client's texting registration current. RS Gonzales is responsible for claims caused by its own failure to do these things, subject to Section 13.3.

(c) This Section continues after this Agreement ends.

12. Payment Protection and Limited Personal Guaranty

12.1 Billing errors and chargebacks. If Client believes RS Gonzales has made a billing error, Client tells RS Gonzales in writing within 30 days. A billing error is a charge this Agreement does not allow, such as a duplicate charge, a charge for the wrong amount or a charge for an amount Client does not owe. RS Gonzales replies within 5 business days and promptly refunds any billing error. If RS Gonzales has not corrected a billing error within 10 business days of Client's written notice, Client may dispute it with its card issuer. Client will not otherwise start or assist a chargeback or other reversal of a fee charged under this Agreement (a "Payment Reversal"), and a Payment Reversal is a serious breach of this Agreement. Dissatisfaction with results is not a billing error. Client's remedies for it are the 30-day money-back guarantee (Section 1.2) and ending this Agreement at any time (Section 1.1), not a Payment Reversal.

12.2 Cost of a Payment Reversal. If Client makes a Payment Reversal, Client owes the reversed amount, any processor or bank fees, RS Gonzales's attorneys' fees and costs of contesting it, and interest at 1.5% a month from the date of the reversal. RS Gonzales may suspend all services immediately, without liability.

12.3 Collection costs. If Client does not pay an amount it owes, other than a billing error it has raised under Section 12.1, or makes a Payment Reversal, Client will pay RS Gonzales's reasonable costs of collecting it, including attorneys' fees, court costs, collection agency fees and processor fees. Other disputes are governed by Section 15.2.

12.4 Limited personal guaranty. RS Gonzales builds Client's Website with nothing paid up front, so it asks the Owner for one narrow protection. The individual who signs for Client (the "Owner") is not personally liable for Client's obligations, with one exception: if Client fails to pay an amount it owes, or Client or the Owner makes a Payment Reversal, the Owner personally guarantees Client's past-due balance. The past-due balance is any amount owed more than 30 days late, including any reversed amount. It never includes a billing error Client has raised under Section 12.1 that RS Gonzales has not yet answered, or fees that have not yet come due. Before seeking payment from the Owner, RS Gonzales gives the Owner written notice and 15 days to pay.

13. Liability and Indemnity

13.1 Events beyond RS Gonzales's control. RS Gonzales is not liable for, or in breach because of, any delay or failure caused by conditions beyond its reasonable control.

13.2 Excluded damages and warranties. RS GONZALES IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, WHETHER OR NOT FORESEEABLE AND UNDER ANY THEORY, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY AND NEGLIGENCE. RS GONZALES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND MAKES NO WARRANTY FOR ANY THIRD-PARTY PRODUCT, CONTENT OR SOFTWARE. RS GONZALES IS NOT RESPONSIBLE FOR RESULTS CAUSED BY CHANGES OTHERS MAKE TO A WEBSITE.

13.3 Liability cap. RS Gonzales's total liability for all claims related to this Agreement, under any theory, will not exceed the fees Client paid RS Gonzales in the 6 calendar months before the event that caused the claim, except as set out in Section 10.3. This limit does not apply to RS Gonzales's gross negligence, willful misconduct or fraud. Client acknowledges that this limit is a basic part of the bargain, without which RS Gonzales would not enter this Agreement.

13.4 Client's representations. Client represents that it owns the domain name listed in this Agreement and owns, or has the right to use, all materials it gives RS Gonzales.

13.5 Indemnity. Client will indemnify and hold harmless RS Gonzales and its owners, officers, directors and employees against all liabilities, costs and reasonable attorneys' fees arising from (a) Client's breach of this Agreement, (b) Client's failure to hold any required license, bond or insurance, or (c) any third-party claim arising from Client operating without required credentials or in violation of the law.

14. Confidentiality and Non-Disparagement

14.1 Confidentiality. While this Agreement is in effect and for 2 years after it ends, Client will keep RS Gonzales's non-public information confidential and use it only to receive the services. This includes methods, processes, vendor relationships, software tools, reporting formats, strategic frameworks and client lists. It does not include this Agreement or its prices, which Client may share freely. Client may also share confidential information with its attorneys, accountants, lenders, insurers and any prospective buyer of its business, if they agree to keep it confidential. It does not include information that becomes public through no fault of Client, or that the law or a court requires Client to disclose, in which case Client will promptly notify RS Gonzales so it can seek protection.

14.2 Mutual non-disparagement. While this Agreement is in effect and for 2 years after it ends, neither party, nor its owners, officers or agents, will make or encourage false, misleading or materially disparaging statements about the other, including online, on review sites and on social media. Either party may still make truthful statements about its experience and answer direct questions truthfully. This includes truthful online reviews, complaints to a regulator and statements in legal proceedings. Because money may not fully repair a breach of this Section, the other party may also seek a court order.

15. General Terms

15.1 Governing law. District of Columbia law governs this Agreement, without regard to conflict-of-law rules.

15.2 Resolving disputes. Before filing any claim, the parties will try in good faith for 30 days to resolve the dispute by phone or video, and may use a remote mediator if both agree. This does not delay collection of an unpaid amount or a Payment Reversal. Either party may bring a claim within small claims limits in the small claims court where Client is located, or in the Small Claims and Conciliation Branch of the Superior Court of the District of Columbia. Claims above small claims limits will be decided only in the Superior Court of the District of Columbia or, where it has jurisdiction, the U.S. District Court for the District of Columbia, and both parties consent to those courts. The winning party may recover its reasonable attorneys' fees and costs.

15.3 Notices. Notices must be sent by email: to Client at the address it gives at signing, and to RS Gonzales at its account manager's address, with a copy to social@rsgonzales.com. A notice is received on the day it is sent unless the sender gets a delivery-failure message. Either party may change its address by written notice.

15.4 Independent consultant. RS Gonzales provides the services as an independent consultant, not as Client's employee, partner or agent.

15.5 Assignment. Client may transfer this Agreement by written notice to RS Gonzales, without needing its consent, to (a) a buyer of Client's business or of substantially all of its assets, or (b) another company the Owner controls, such as a new company formed when the business reorganizes, provided the new party takes on Client's obligations under this Agreement, including any Website Balance. A transfer to anyone else, such as a business Client does not own, needs RS Gonzales's written consent, which it will not unreasonably refuse. This Agreement binds the parties' successors and permitted assigns.

15.6 Entire agreement. This Agreement replaces all earlier discussions and is the parties' entire agreement on its subject. It may be changed only in writing signed by both parties, except where it allows RS Gonzales to make a change by written notice.

15.7 Other terms. If RS Gonzales does not enforce a term, it has not waived it. If a court finds any term unenforceable, the rest of this Agreement stays in effect. There are no third-party beneficiaries. Electronic signatures count as originals. Headings are for convenience only. "Including" means "including without limitation."

15.8 What continues after this Agreement ends. Amounts owed, the Website terms in Section 1, and Sections 6, 9 through 14 and this Section 15 continue after this Agreement ends.