



# WEB4JEWELERS

e-commerce Solution For The Jewelry World..

## DIGITAL MARKETING AND WEBSITE DESIGN DEVELOPMENT SERVICES AGREEMENT

This Agreement is made on \_\_\_\_\_ between Web4Jewelers referred to as ("Service Provider") and \_\_\_\_\_ referred to as ("Client"). The Agreement outlines the terms and conditions for digital marketing and website design development services provided by the Service Provider.

### 1. DURATION

- 1.1. The duration of this Agreement is 12 months from the date of execution.
- 1.2. The Dropship program is month-to-month and will automatically renew on a monthly basis unless terminated in writing by either party with 30 days' notice.

### 2. PAYMENT PROCEDURE

2.1. The client agrees to pay the monthly dues/fees as specified in the selected plan. In addition to the monthly subscription, a one-time setup and onboarding fee applies.

#### 2.2. Online Payment Service Authorization:

By engaging with Web4Jewelers for digital marketing and website design development services, you authorize us to electronically process payments from your designated Payment Account. Upon providing Payment Instructions, you grant Web4Jewelers the authority to execute withdrawals for the agreed amounts. Payments are scheduled on the renewal date of each month, coinciding with the date your initial payment was processed. This payment process encompasses automatic monthly renewals and includes any applicable one-time setup or onboarding fees, as detailed in your service agreement. This authorization ensures seamless transaction processing, allowing us to provide uninterrupted service.

### 3. TERMS AND CONDITIONS

- 3.1. The Client may cancel the contract within 48 hours of signing without incurring any penalties.
- 3.2. The contract is valid for a period of one year.
- 3.3. A late fee of \$99 will be applied to any overdue payments.
- 3.4. A reconnection fee of \$195 will be charged for suspensions due to non-payment.
- 3.5. Non-payment for three consecutive months will result in the removal of the website, and a new contract will be required for reactivation.
- 3.6. The website is expected to be completed within 6-8 weeks; however, any delays caused by changes requested by the Client will be the sole responsibility of the Client.
- 3.7. Clients are responsible for managing and updating their own inventory.

3.8. Manager access will be granted to the Client immediately after the website completion or go-live for web design and development services. Access to the admin panel will be granted to the Client after one year.

3.9. The Client acknowledges that while our digital marketing services are intended to reach the appropriate audience and generate quality leads, specific sales outcomes are not guaranteed. The Client agrees that our role is limited to providing targeted leads and enhancing marketing efforts to assist potential customers in considering the Client's business. The Client understands that final sales results are influenced by various factors beyond our control, including but not limited to product quality, market conditions, and the customer engagement strategies implemented by the Client.

## **4. SCOPE OF WORK**

4.1. Service Provider agrees to perform the services outlined in the selected plan, including but not limited to:

- Social media management
- SEO optimization
- Content marketing
- Website design and development
- E-commerce integration

## **5. CLIENT RESPONSIBILITIES**

5.1. The client agrees to provide all necessary content, feedback, and access for the Service Provider to perform the services effectively. Delays caused by the Client's failure to provide necessary materials may result in an extension of the project timeline.

5.2. For social media, the client is responsible for providing all social media content, including high-quality product images, promotional videos, and any other related materials necessary for the Service Provider to execute the digital marketing strategy effectively.

## **6. CONFIDENTIALITY**

6.1. Both parties agree to maintain the confidentiality of all proprietary information shared during the term of this Agreement.

## **7. TERMINATION**

7.1. For digital marketing services, termination is permitted after six months from the date of execution with a 30 days' advance written notice. The Client agrees to pay for all services rendered up to the termination date.

7.2. For web design and development services, an early termination fee of \$2950 will be charged if the contract is terminated before the end of the term.

7.3. For the Dropship Program, either party may terminate this Agreement with 30 days' written notice. In the event of termination, the Client agrees to pay for all services rendered up to the termination date.

## **8. VENDOR API TERMS & CONDITIONS**

This contract encompasses API subscription, dropshipping program, hosting, monitoring, maintenance, and support services.

8.1. Use the API solely to display and sell Vendor products on the client's specific website.

8.2. The API is restricted to the specified website URL. Using it on any other website can lead to termination and legal action.

- 8.3. API access is limited to the specified IP address. Inform the Vendor of any IP address changes or additions to avoid cancellation or disconnection.
- 8.4. You are free to use other brands' inventory. You can combine your own, other vendors, and AV Diamond's inventory.
- 8.5. You may not use the Vendor Inventory APIs or accept the Terms if you are not of legal age to form a binding contract with the Vendor.
- 8.6. You may not use the Vendor Inventory APIs or accept the Terms if you are barred from using or receiving the Vendor Inventory API under applicable laws of the United States or your country of residence.
- 8.7. If accessing or using the Vendor Inventory APIs on behalf of an entity, you must have the authority to bind that entity to the Terms. By accepting the Terms, you do so on behalf of that entity.
- 8.8. To access and use the Vendor Inventory API, except with Private API Credentials, you must register for a Partner Account, agree to the terms and conditions, and comply with all related agreements with the Vendor.
- 8.9. Accessing the Vendor Inventory API with Private API Credentials requires authorization from the Merchant Store account owner and is only for providing your Application's service to the Merchant.
- 8.10. Keep the API Credentials and all login information for your Vendor Account and Partner Account secure.
- 8.11. Do not share the API Credentials with any third party.
- 8.12. Access the Vendor Inventory API only with the API Credentials you receive. API Credentials are the exclusive property of the Vendor, and their use is at the Vendor's sole discretion.
- 8.13. You are not permitted to use a service provider in connection with providing your Application's service unless they sign an agreement with you to (a) protect any Merchant Data received from the Vendor (that is at least as protective as Vendor terms and policies), (b) limit their use of Merchant Data solely to provide their services to your Application (and not for their own purpose or another purpose), and (c) keep the Merchant Data secure and confidential. Ensure that any service provider complies with the Terms and any other applicable Vendor terms and policies. Any act or omission by a service provider amounting to a breach of these Terms will be deemed to be a breach by you. If requested, provide a list of your service providers to the Vendor or the Merchant.
- 8.14. Access to certain APIs may require a separate written agreement between the Developer and Vendor.
- 8.15. In case of limited stock availability, orders will be served on a first-come-first-serve basis.
- 8.16. Orders received for products that are out of stock will be processed in 15 to 20 days on average, depending on the availability of the products by the manufacturer.
- 8.17. For orders that are not received by the customer when shipped or returned by the customer, the return policy requires the product to be returned to the Vendor within 7-10 days in its original condition. In such cases, the amount will be refunded to you as a credit to your online account.
- 8.18. The standard ring size for men is 10, and for women, it is 7. There will be an extra charge of \$25/+-1 size and \$12.50/+- .5 size. If the size is not available, new custom sizes will be manufactured and will take 20 to 30 working days to arrive.
- 8.19. When a request for a change in keystone price (markup) is made, it will take 4-5 working days for the new prices to be reflected on your website.
- 8.20. Shipping charges will be prefixed based on the courier service used by the Vendor. Drop-shipping charges are \$5 per shipment. The credit card needs to be on file. merchant using the services.

- 8.21. Stock Quantity/Availability: Due to daily sales fluctuations, confirm with the vendor whether the item is out of stock or in stock when an order is placed. The website may show an item as in stock, but it may have already been sold due to a gap in the system update. In scenarios, you should always keep in touch with the vendor before confirming your sales.
- 8.22. Only use the Vendor Inventory API to develop and distribute applications or content for your use or that of a merchant using the services.
- 8.23. Restrict disclosure of the API Credentials, or any part thereof, to your agents, employees, or service providers, who must require access to use, maintain, implement, correct, or update your Application by the Terms and who are subject to confidential obligations the same as or greater than those contained herein.
- 8.24. Not distribute, sell, lease, rent, lend, transfer, assign, or sublicense any rights granted by the Terms to any third party.
- 8.25. Not use or access the Vendor Inventory API or the Service to monitor the availability, performance, or functionality of the Vendor Inventory API, the Service, or any portion thereof or for any similar benchmarking purposes.
- 8.26. Not remove or destroy any copyright notices, proprietary markings, or confidentiality notices placed upon, contained within, or associated with the Vendor Inventory API.
- 8.27. Do not engage in any activity that interferes with, disrupts, harms, damages, or accesses in an unauthorized manner the servers, security networks, data, applications, or other properties or services of the vendor or any third party.
- 8.28. Not circumvent technological measures intended to prevent direct database access or manufacture tools or products to that effect.
- 8.29. Not modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the AV Diamond Inventory API, Merchant Data, any Merchant Store, the Services, or any aspect or portion thereof, except to the extent that this restriction expressly prohibited by applicable law.
- 8.30. Not bypass Vendor Inventory API restrictions for any reason, including automating administrative functions of the Merchant Sto Admin.
- 8.31. Not, except as authorized by the vendor in writing, substantially replicate products or services offered by the vendor inventory in any vendor inventory-related entity, including the vendor inventory API. Subject to the preceding sentence and the party's other rights and obligations under the Terms (including confidentiality obligations and any restrictions on the use of Merchant Data), a party agrees that the other party may develop and publish Applications that are similar to or otherwise compete with such party Applications.
- 8.32. Not develop applications that excessively burden the Vendor Inventory system or distribute spyware, adware, or other commonly objectionable programs.
- 8.33. Not develop an Application that primarily aims to migrate Merchants off Vendor.
- 8.34. Not access or use the Vendor Inventory API to develop or distribute the Application in any way in furtherance of criminal, fraudulent, or other unlawful activity.
- 8.35. Do not request more than the minimum amount of data from the vendor inventory API needed by your application to provide the merchant with the intended application functionality or any data outside of any permissions granted by the merchant.
- 8.36. Not falsify or alter any unique identifier in or assigned to your Application or otherwise obscure or alter the source of queries coming from an Application.
- 8.37. Not include code in any Application that performs any operations not related to the services provided by the Application, whether or not the Developer has obtained Merchant consent to do so, and whether or not the Application obtains consent from the end-user. To avoid doubt, this prohibited activity includes embedding or incorporating code into any application that utilizes the resources (including CPU resources) of another computer, including cryptocurrency mining.

8.38. Automatically sync to the Merchant Store Admin the Customer Data set out below that is collected by the Application on the Merchant Store and any updates to such data made by the Application on behalf of the Merchant (“Applicable Customer Data”). The Applicable Customer Data must be synced via the Vendor Inventory APIs Customer resource.

8.39. The installation of the Vendor Inventory API should be carried out exclusively by the Web4Jewelers team of developers. Unauthorized installation by any other party is not permitted.

8.40. You are obligated to remove Vendor inventory from your website immediately upon the expiration or termination of your subscription or in the event of any default in payment. Web4jewelers reserves the right to take legal action against you if you fail to comply with this obligation.

## COMPANY DETAILS

Company Legal Name \_\_\_\_\_

DBA \_\_\_\_\_

Business Owner Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Business Email \_\_\_\_\_

Website URL (API integrated to) \_\_\_\_\_

Assigned AV Diamonds Salesperson \_\_\_\_\_

## CONTACT PERSON DETAILS

Name \_\_\_\_\_

Job Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

# CREDIT CARD AUTHORIZATION FORM

I, \_\_\_\_\_, give permission to Web4Jewelers to charge my card for the following purchases. My card details will be stored in my profile and will only be used for approved purchases.

\_\_\_\_\_  
Amount authorized

\_\_\_\_\_  
Cardholder email

\_\_\_\_\_  
Product/service

*All fields required*

## CARD INFORMATION

### Card type

- MasterCard
- VISA
- Discover
- AMEX

\_\_\_\_\_  
Cardholder (Name on card)

\_\_\_\_\_  
Card number

\_\_\_\_\_  
Expiration date  
(MM/YYYY)

\_\_\_\_\_  
3-Digit CVV / 4-Digit CVC Code

\_\_\_\_\_  
Billing Zip

\_\_\_\_\_  
Billing Address

## RECURRING PAYMENT INFORMATION

### Charge every:

Month      Quarter      Year

### Charge on this date

(For example, the 1st of every month)

\_\_\_\_\_  
Payment amount

\_\_\_\_\_  
Product/service sold

For any queries contact: [sales@web4jewelers.com](mailto:sales@web4jewelers.com)

I, \_\_\_\_\_, confirm that today, \_\_\_\_\_, I'm authorizing Web4Jewelers to charge the subscription debit from my Credit Card ending in, \_\_\_\_\_, in the amount of to be remitted to Web4Jewelers. This debit will occur on or after, \_\_\_\_\_, 2024.

Client Name

Date

CC last 4 Digit

Charge Date

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; as long as the transaction corresponds to the terms indicated in this form.

Client Name

By signing below, I, \_\_\_\_\_, acknowledge its understanding of the above terms and agrees to abide by these terms at all times. I also agree to be legally able to represent and sign this document as the responsible party. This Agreement shall be governed in accordance with the laws of the United States.

Client Name