



AGREEMENT (DIGITAL MARKETING /WEB DESIGN & DEVELOPMENT)

THIS DIGITAL MARKETING & WEB DESIGN AND DEVELOPMENT SERVICES AGREEMENT (the "Contract") is made effective as of _____ by and between Web4Jewelers (the "Contractor"), located at 6120 Tarnef Dr., Houston, TX and _____ (hereinafter the "Client"), located at _____

1. WORK AND PAYMENT

1.1 Project

The client is hiring the Contractor to do the following. The Contractor will assist the Client in the Digital Marketing of their new website. This will include the services outlined in the selected plan including but not limited to:

- Social media management
- SEO optimization
- PPC (Pay-Per-Click) advertising
- Content marketing
- Website design and development
- Dropship Program Integration

1.2 Scope of Services and Deliverables

The client is hiring the Contractor to do the following. The Contractor will assist the Client in the Digital Marketing of their new website. This will include the services outlined in the selected plan including but not limited to:

- **Social Media Management:** Developing content calendars, posting content, engaging with followers, and reporting on social media metrics.
- **SEO Optimization:** Conducting keyword research, on-page optimization, technical SEO improvements, off-page and monthly performance reports.
- **PPC Advertising:** Creating and managing PPC campaigns, including ad creation, keyword bidding, and performance tracking.
- **Content Marketing:** Writing and publishing blog posts, articles, and other content types, along with monthly content performance reports.
- **Website Design and Development:** Designing and developing a user-friendly and responsive website, along with ongoing maintenance and updates.
- **Dropship Program Integration:** Integrating vendor inventory on the Client's website via API, ensuring real-time updates and synchronization of product listings, availability, and order processing.

1.3 Duration

- The duration of this Contract for Digital Marketing and Website Design & Development plans is twelve months from the date of execution ("Initial Term"). Upon the completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis unless terminated by the Client in the form of a written email notice received by the Contractor.
- The Dropship program is month-to-month and will automatically renew on a monthly basis unless terminated by either party in the form of a written email notice received 30 days before the next renewal date.

1.4 Payment Procedure

- 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.
- Online Payment Service Authorization: By engaging with the Contractor 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 the Contractor 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.

2. TERMS AND CONDITIONS

2.1 Contract Validity and Termination

- The contract is valid for a period of 12 months.
- The Client may cancel the contract within 48 hours of signing without incurring any penalties.
- Non-payment for three consecutive months will result in the removal of the website, and a new contract will be required for reactivation.
- 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.

2.2 Payment Terms

- A late fee of \$99 will be applied to any overdue payments.
- A reconnection fee of \$195 will be charged for suspensions due to non-payment.

2.3 Project Timeline and Client Responsibilities

- The website is anticipated to be completed within six to eight (6-8) weeks from the start date. Any delays in the project timeline resulting from changes or additional requests made by the Client after the commencement of the project shall be the sole responsibility of the Client.
- The Client acknowledges and agrees that such delays may extend the completion date beyond the initial 6-8 week period. Additionally, any associated costs or expenses incurred as a result of these delays shall be borne solely by the Client.

2.4 Access and Management

- 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 12 months.
- Clients are responsible for managing and updating their own inventory, unless otherwise specified in a written agreement or if the Client has paid for inventory management services.

2.5 Service Performance and Client Expectations

- 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.

2.6 Service Level Agreement (SLA)

- **Service Uptime and Support Response:** The Contractor guarantees a service uptime of 99.9%. Support requests will be acknowledged within 24 hours and resolved within 72 hours.

2.7. Intellectual Property

- **Ownership of Content:** All intellectual property created during the term of this Agreement, including but not limited to website design, content, and marketing materials, shall be owned by the Contractor until the initial contract term is over.
- **Client's Usage Rights:** Upon completion of the initial contract term, the Client will have exclusive rights to use the content and materials created. The Contractor retains the right to showcase the work in their portfolio.

2.8 Data Privacy and Security

- **Data Handling:** The Contractor will handle, store, and protect Client data in compliance with applicable data protection laws and industry best practices.
- **Data Breach Obligations:** In the event of a data breach, the Contractor will notify the Client within 24 hours and take immediate steps to mitigate the breach and prevent further unauthorized access.
- **Limitation of Liability for Hacking:** The Contractor will implement industry-standard security measures to protect Client data. However, the Contractor shall not be held liable for any damages resulting from data breaches or hacking incidents beyond the Contractor's control, provided that the Contractor has complied with all security obligations.

3. CLIENT RESPONSIBILITIES

- 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.
- 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.

4. CONFIDENTIALITY

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

5. TERMINATION

- 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.
- 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.
- 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.

6. DISPUTE RESOLUTION

General Dispute Resolution:

- Any disputes arising from or related to this Agreement will be resolved through mediation or arbitration before pursuing formal legal action. Both parties agree to negotiate in good faith to resolve any dispute.

Payment Disputes:

- In the event of a payment dispute initiated by the Client through a payment processor, the Contractor will submit this Agreement and any relevant documentation as evidence to support the validity of the charges.
- The Client agrees that by entering into this Agreement, they acknowledge the terms and conditions herein, and any disputes based on these terms will be considered invalid.
- The Client acknowledges that failure to provide necessary cooperation or materials in a timely manner will not be a valid basis for disputing payments for services rendered.

Non-Cooperation by Client:

- If the Client does not provide necessary materials, approvals, or cooperation needed to complete the Services, the Contractor will not be held liable for any delays or incomplete deliverables.
- The Client agrees to respond to requests for approvals, feedback, or materials. Failure to do so may result in project delays for which the Contractor will not be held accountable.
- The Contractor retains the right to extend project deadlines proportionally to the delays caused by the Client's non-cooperation.

Sales and Conversion Disputes:

- The Contractor is responsible for generating conversions and leads as specified in the scope of Services. However, the conversion of leads into actual sales is the Client's responsibility.

- The Client agrees that disputes claiming the Contractor did not generate sales will not be valid grounds for withholding payment or demanding refunds.
- Performance metrics agreed upon in this Agreement (such as lead generation or traffic increases) are the sole determinants of successful service delivery, not the Client's sales outcomes.

Project Completion Disputes:

- The Client must clearly communicate any issues or concerns about the completion of the website or any other deliverables. The Contractor will address these concerns if they fall within the agreed scope of work.
- Disputes based on incomplete projects will not be considered valid if the Client has not provided required approvals, materials, or feedback within a reasonable timeframe.
- The Contractor is entitled to payment for all work completed up to the point of any dispute, provided the work is consistent with the agreed-upon deliverables.
- If any legal action is necessary to enforce this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.
- The Client agrees that any claim arising out of this Agreement must be brought within one year after the cause of action arises, or such claim will be barred.

Legal Action:

- Jurisdiction for any legal action arising from this Agreement will be USA, and the Contractor's liability will be limited to the amount paid by the Client under this Agreement.

7. VENDOR API TERMS & CONDITIONS

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

1. Use the API solely to display and sell AV Diamonds' products on the specified client's website.
2. The API usage is restricted to the specified website URL. Using it on any other website will result in termination and potential legal action.
3. API access is limited to the specified IP address. Notify AV Diamonds of any IP address changes or additions to prevent cancellation or disconnection.
4. You may combine AV Diamonds' inventory with your own or other vendors' inventories.
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 AV Diamonds.
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.
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. To access and use the Vendor Inventory API, you must register for a Partner Account, agree to the terms and conditions, and comply with all related agreements with AV Diamonds.
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.

10. Keep the API Credentials and all login information for your Vendor Account and Partner Account secure.
11. Do not share the API Credentials with any third party.
12. Access the Vendor Inventory API only with the API Credentials provided by AV Diamonds. API Credentials are the exclusive property of AV Diamonds, and their use is at the Vendor's sole discretion.
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 AV Diamonds (that is at least as protective as AV Diamonds' 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 these Terms and any other applicable AV Diamonds 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 AV Diamonds or the Merchant.
14. Access to certain APIs may require a separate written agreement between the Developer and AV Diamonds.
15. In case of limited stock availability, orders will be served on a first-come-first-serve basis.
16. Orders for out-of-stock products will be processed within 15 to 20 days on average, depending on product availability from the manufacturer.
17. For orders not received by the customer when shipped or returned by the customer, the return policy requires the product to be returned to AV Diamonds within 7-10 days in its original condition. In such cases, the amount will be refunded as a credit to your online account.
18. The standard ring size for men is 10, and for women, it is 7. There will be an extra charge of \$25 for each size increment of 1 and \$12.50 for each size increment of 0.5. If the size is not available, new custom sizes will be manufactured and will take 20 to 30 working days to arrive.
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.
20. Shipping charges will be prefixed based on the courier service used by AV Diamonds. Drop shipping charges are \$5 per shipment. A credit card must be on file.
21. Due to daily sales fluctuations, confirm with AV Diamonds whether an item is 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. Always confirm stock with AV Diamonds before finalizing sales.
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.
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.
24. Do not distribute, sell, lease, rent, lend, transfer, assign, or sublicense any rights granted by these Terms to any third party.
25. Do 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.
26. Do not remove or destroy any copyright notices, proprietary markings, or confidentiality notices placed upon, contained within, or associated with the Vendor Inventory API.
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 AV Diamonds or any third party.
28. Do not circumvent technological measures intended to prevent direct database access or manufacture tools or products to that effect.

29. Do not modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the AV Diamonds Inventory API, Merchant Data, any Merchant Store, the Services, or any aspect or portion thereof, except to the extent that this restriction is expressly prohibited by applicable law.
30. Do not bypass Vendor Inventory API restrictions for any reason, including automating administrative functions of the Merchant Store Admin.
31. Do not, except as authorized by AV Diamonds in writing, substantially replicate products or services offered by AV Diamonds or any AV Diamonds-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.
32. Do not develop applications that excessively burden the Vendor Inventory system or distribute spyware, adware, or other commonly objectionable programs.
33. Do not develop an Application that primarily aims to migrate Merchants off AV Diamonds.
34. Do 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.
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.
36. Do 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.
37. Do 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.
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 API's Customer resource.
39. The installation of the Vendor Inventory API should be carried out exclusively by the Contractor's team of developers. Unauthorized installation by any other party is not permitted.
40. You are obligated to remove AV Diamonds' inventory from your website immediately upon the expiration or termination of your subscription or in the event of any default in payment. AV Diamonds reserves the right to take legal action against you if you fail to comply with this obligation.

By signing below, I, _____, acknowledge my 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.

Customer Signature

Date

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 _____

WEBSITE DETAILS

Platforms (WordPress, Shopify, WIX etc) _____

For Shopify/Wix share access on websupport@web4jewelers.com _____

Website Access (CPanel/FTP) _____ Keystone (% or X) _____

CHOOSE YOUR PLAN:

• DIGITAL MARKETING PLANS WITH 12 MONTHS CONTRACT:

Social Media Basic: **\$795/month**

Social Media Premium: **\$1195/month**

Full Scope Digital Marketing: **\$1595/month**

Enhanced Digital Marketing: **\$3195/month**

\$395 ONE-TIME SETUP AND ONBOARDING FEE WILL BE SEPARATELY CHARGED ON ALL DIGITAL MARKETING PLANS

• ECOMMERCE PLANS WITH 12 MONTHS CONTRACT:

eCommerce Basic: **\$295/month**

eCommerce Plus: **\$395/month**

eCommerce Professional: **\$495/month**

• DROPSHIP PROGRAM:

API & Dropship subscription: **\$99/month**

\$99 ONE-TIME SETUP AND ONBOARDING FEE WILL BE SEPARATELY CHARGED ON DROPSHIP PROGRAM APPLICABLE TAXES WILL BE ADDED.

CREDIT CARD AUTHORIZATION FORM

Cardholder (Name on card) _____

Card Type **VISA**   **DISCOVER**

Card number _____ Expiration date _____

3-Digit CVV / 4-Digit CVC Code _____ Billing Zip _____

Billing Address _____

Cardholder Email _____ Cardholder Phone _____

I, _____ (Client Full Name), confirm that today (date), _____, I'm authorizing Web4Jewelers to charge the subscription debit from my credit card ending in _____ (Last 4 Digits) in the amount of _____ to be remitted to Web4Jewelers. This debit will occur on or after _____, 2024.

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.

Customer Signature

Date