



WEB4JEWELERS

e-commerce Solution For The Jewelry World..

Digital Marketing & Website Design & Development Agreement

This Agreement is made on Date: _____

Between **Web4Jewelers** ("Service Provider"), located at 6120 Tarnef Dr., Houston, TX,

and _____ ("Client"), located at _____.

1. Services

1.1 Project Overview

The Client is hiring the Service Provider to assist with digital marketing, website design & development, and/or dropshipping services, based on the specific plan(s) selected. Services will vary depending on the chosen package and may include:

- Social Media Management
- SEO (Search Engine Optimization)
- PPC (Pay-Per-Click Advertising)
- Website Design & Development
- API-Based Dropship Program Integration

1.2 Details of Services

- **Social Media Management:** Managing and optimizing paid advertising campaigns, developing content calendars, publishing posts, engaging with followers, and delivering performance reports.
- **SEO:** Improving website visibility through comprehensive keyword research; technical on-site optimization (site audits, metadata and schema markup); off-site optimization (strategic link building and outreach); creation of high-quality, search-optimized content (blogs, articles, landing pages); and detailed monthly performance reporting.
- **PPC:** Managing advertising campaigns, including creating ads, selecting keywords, tracking performance, and optimizing for ROI and ROAS.
- **Website Design & Development:** Building and maintaining a responsive, user-friendly ecommerce website.
- **Dropship Integration:** Syncing V&A Group products on the Client's website using API for real-time updates and order processing.

2. Terms & Conditions

2.1 Contract Duration

- **Initial Term for Digital Marketing & Web Design Plans:** 12 months from the date this Agreement is signed.
- **Initial Term for Dropship Program Plan:** Month-to-month from the date this Agreement is signed.
- **Renewal for Digital Marketing & Web Design Plans:** After the 12-month Initial Term ends, these services automatically continue on a month-to-month basis until the Client sends a written (email) notice to terminate.
- **Renewal for Dropship Program Plan:** This service renews automatically each month. Either party may cancel it by sending a written (email) notice at least 30 days before the next renewal date.
- **No-Penalty Cancellation:** The Client may cancel this Agreement (any plan) within 48 hours of signing, with no fees or penalties.

2.2 Payment Procedures and Terms

- **Monthly Payments:** The Client agrees to pay the monthly fee for the selected service plan. All payments are due on the same calendar day each month (the "Renewal Date"), based on the date of the initial payment.
- **One-Time Setup & Onboarding Fee:**

A one-time setup and onboarding fee applies to both **Digital Marketing** and **Dropship Program** plans. This fee is charged separately at the start of the contract.
- **Automatic Payment Authorization:**

By signing this Agreement, the Client authorizes the Service Provider to automatically charge all applicable fees (monthly and one-time) to the payment method on file. This ensures seamless and uninterrupted service.
- **Taxes:** All fees are subject to applicable local, state, or federal taxes, which will be added to the total amount due.
- **Billing Information Responsibility:**

The Client must ensure their payment details are accurate and up to date. If a payment fails, the Client will be notified and must correct the issue promptly to avoid service disruption.
- **Late Fee:** A **\$99 late fee** will be charged for any payment not received by its due date.
- **Reconnection Fee & Service Suspension:**

If payment is not received by the due date, a **14-days** grace period will apply. If payment remains outstanding after the grace period, services may be suspended and the website taken offline. A **\$195 reconnection fee** will apply to restore services, and a new Agreement must be signed to reactivate the account.

2.3 Project Timeline and Client Responsibilities

- **Website Completion Timeline:**

The website is expected to be completed within **six (6) to eight (8) weeks** from the official start date of the project.

- **Delays Due to Client Actions:**

- If the Client requests changes, additions, or revisions after the project has started—or delays providing necessary materials, feedback, or approvals—this may extend the project timeline.
- The Client understands and agrees that such delays are **their sole responsibility**, and any additional time or costs resulting from these delays will be borne entirely by the Client.

- **Timeline Adjustments:**

The Service Provider reserves the right to extend deadlines **proportionally to the delay caused by the Client's lack of response, delayed content delivery, or approval hold-ups.**

2.4 Access and Management

I. **Website Access:**

- A. For Website Design & Development services, the Client will be granted **Manager Access** immediately after the website is completed and goes live.
- B. **Full Admin Panel Access** will be provided after the initial 12-month contract period has been fulfilled.
- C. In cases where websites are built using third-party platforms such as Shopify, the Service Provider may perform work within an account that is initially accessible to the Client. However, all custom design, code, applications, and integrations developed by the Service Provider remain its exclusive intellectual property until the Client has fulfilled the full 12-month contract term and completed all payments. In the event of early termination or non-payment, the Client agrees not to retain, use, reproduce, or transfer any part of the Service Provider's work. Unauthorized use of the delivered work in such cases shall constitute a material breach of contract and intellectual property infringement, subjecting the Client to legal consequences including but not limited to injunctive relief, recovery of damages, attorney fees, and statutory penalties under applicable intellectual property laws.

II. **Inventory Management:**

The Client is responsible for managing and updating their own inventory unless otherwise stated in a separate written agreement or if the Client has purchased inventory management as part of their selected plan.

2.5 Service Expectations and Limitations (Digital Marketing Plans Only)

- **Marketing Objective:**

For Clients enrolled in Digital Marketing plans, the Service Provider's objective is to improve the Client's online presence and generate high-quality leads through services such as SEO, social media, content marketing, and advertising.

- **No Guaranteed Sales:**

The Service Provider's role is to generate marketing reach, brand awareness, and leads. Sales performance, conversions, and customer behavior are influenced by multiple external factors and remain outside the Service Provider's control. As such, the Client agrees that marketing results will be evaluated based on measurable KPIs including traffic, lead volume, SEO ranking, and engagement metrics—not on final sales or revenue.

- **Factors Beyond Service Provider's Control Include:**

- Product quality, pricing, and availability
- Customer service and sales processes implemented by the Client
- Industry competition and shifting market trends
- Client's follow-up speed and strategy

- **Performance Benchmarks:**

The success of Digital Marketing services will be evaluated using measurable marketing metrics such as:

- Website traffic
- Lead volume and engagement
- Social media growth and interaction
- SEO ranking improvements

These performance indicators—not the Client's sales numbers—are the official benchmarks for service delivery.

2.6 Service Level Agreement (SLA)

- **Service Uptime Guarantee:**

The Service Provider guarantees **99.9% uptime** for all hosted services under this Agreement, ensuring reliable performance and minimal downtime.

- **Support Response Time:**

- All support requests submitted by the Client will be **acknowledged within 24 hours**.
- Most issues will be **resolved within 72 hours**, depending on complexity and availability of required resources.

- **Client Cooperation:**

Timely resolution of issues depends on the Client's cooperation in providing requested information, access, or approvals. Delays caused by the Client may extend resolution time beyond the standard window.

2.7 Intellectual Property

- **Ownership During Contract Term:**

All creative materials and assets produced by the Service Provider during the course of this Agreement, including but not limited to website design, written content, marketing materials, graphics, and code, will remain the **sole property of the Service Provider until the initial contract term** is completed.

- **Client Usage Rights After Contract Term:**

Upon successful completion of the initial contract term (12 months for Digital Marketing and Web Design plans), the Client will receive **full usage rights** to all deliverables created as part of the project. These rights include the ability to edit, distribute, and publish the content for their business use.

- **Service Provider's Right to Showcase Work:**

The Service Provider retains the right to display and share the completed work—such as website designs, case studies, and campaign samples—in its portfolio, marketing materials, and online platforms, unless the Client requests confidentiality in writing.

2.8 Data Privacy and Security

- **Data Protection:**

The Service Provider will handle, store, and protect all Client data in accordance with applicable data protection laws and recognized industry best practices. Reasonable security measures will be maintained to safeguard sensitive information.

- **Data Breach Notification:**

In the event of a confirmed data breach, the Service Provider will notify the Client **within 24 hours** of discovery. Immediate steps will be taken to control the breach and prevent further unauthorized access.

- **Limitation of Liability:**

The Service Provider will implement industry-standard security protocols. However, the Service Provider shall **not be held liable** for any damages resulting from hacking incidents, cyberattacks, or unauthorized data breaches that occur despite compliance with required security standards.

3 Client Responsibilities

- **Content and Material Submission:**

The Client agrees to provide all necessary materials required for the successful execution of services. This includes—but is not limited to—product images, promotional videos, written content, platform login credentials, and other requested assets.

- **Timely Communication and Feedback:**

The Client must respond promptly to any requests for approvals, feedback, or clarifications. Delays in communication may result in extended timelines or missed deadlines, for which the Service Provider will not be held responsible.

- If the Client fails to respond within 14 business days to a critical request, the Service Provider reserves the right to pause the project and adjust the timeline accordingly.

- **Approval and Cooperation:**

- If the Client fails to provide required feedback, approvals, or deliverables within a reasonable timeframe, the Service Provider reserves the right to extend project deadlines accordingly.
- The Client acknowledges that lack of cooperation can directly affect project outcomes and agrees not to withhold payment due to such delays.

- **Social Media Content:**

For Digital Marketing services, the Client is responsible for supplying all social media content unless content creation is included in their selected plan. This includes:

- High-quality product images
- Promotional videos
- Captions, branding assets, or other creative direction (if applicable)

4. Confidentiality

- **Mutual Confidentiality Obligation:**

Both the Client and the Service Provider agree to maintain the confidentiality of all proprietary, confidential, and sensitive information shared during the term of this Agreement.

- **Use of Confidential Information:**

Such information shall only be used for the purposes of fulfilling the responsibilities outlined in this Agreement and shall not be disclosed to any third party without prior written consent, unless required by law.

5. Termination

- **Termination of Digital Marketing Services:**
 - The Client may request termination of Digital Marketing services after completing at least **six (6) months** of service.
 - A **30-day written (email) notice** must be provided to initiate termination.
 - The Client is responsible for paying all charges for services rendered through the effective termination date.
- **Termination of Web Design & Development Services:**
 - If the Client terminates Web Design & Development services **before the end of the 12-month contract**, an **early termination fee of \$2,950** will apply.
 - This fee covers the substantial upfront work and resources allocated to project delivery.
- **Termination of Dropship Program Services:**
 - Either party may terminate Dropship Program services by providing at least **30 days' written notice** via email.
 - The Client is responsible for paying for all services rendered up to the termination date.
- **General Termination Process:**
 - All termination notices must be submitted in writing by email.
 - Upon termination, any outstanding balances owed by the Client must be paid in full before the Service Provider is obligated to release any deliverables or access credentials.

6. Dispute Resolution

- **6.1 Informal Resolution**

In the event of any disagreement or dispute arising from this Agreement, both parties agree to engage in good-faith discussions and make reasonable efforts to resolve the matter informally within 15 business days from the date the issue is raised.
- **6.2 Legal Proceedings**

If the matter remains unresolved after the informal resolution period, either party may initiate legal proceedings. All disputes shall be governed by the laws of the State of Texas and resolved exclusively in the courts located in **Harris County, Texas**. Each party agrees to submit to the jurisdiction of these courts.

- **6.3 No Mandatory Arbitration or Mediation**

The parties expressly waive any requirement to engage in mediation or arbitration unless both parties mutually agree to such a process in writing.

- **6.4 Payment Disputes & Chargebacks**

The Client agrees not to initiate payment disputes, chargebacks, or refund claims for services rendered unless the Service Provider fails to deliver the contracted services. Any improper disputes may result in legal action and recovery of damages.

- **6.5 Legal Fee Recovery**

In the event of any legal action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and related legal expenses.

- **6.6 Claim Limitation**

Any claim arising from this Agreement must be initiated within **12 months** from the date of the alleged breach. Claims brought after this period shall be deemed waived.

- **Payment Disputes:**

- If the Client initiates a payment dispute with their bank or payment processor, the Service Provider will submit this signed Agreement, along with all supporting documentation, to defend the validity of the charges.
- The Client agrees that by signing this Agreement, they accept the terms and authorize charges in accordance with these terms.
- The Client acknowledges that improper disputes (i.e., disputes unrelated to actual non-performance of agreed services) are a violation of this Agreement and may subject the Client to additional recovery actions, including legal fees.

- **Non-Cooperation by Client:**

The Client agrees that failure to provide required materials, access, approvals, or feedback in a timely manner **is not** a valid reason to dispute charges, withhold payments, or demand refunds.

Project delays or incomplete work caused by Client inaction are **solely the Client's responsibility**.

- **Lead Generation vs. Sales Disputes:**

- The Client acknowledges and agrees that the Service Provider's marketing services are measured by traffic increases, lead generation, and engagement—not by the Client's ultimate sales results.
- Disputes based on dissatisfaction with sales performance **will not be considered valid grounds** for withholding payments or requesting chargebacks.

- **Legal Fees Recovery:**

In any legal action or proceeding to enforce this Agreement, the **prevailing party** shall be entitled to

recover reasonable attorneys' fees, court costs, and any associated legal expenses.

- **Limitation on Filing Claims:**

- Any claims or actions arising out of this Agreement must be filed **within one (1) year** from the date the cause of action arose.
- Claims filed after this period will be permanently barred.

- **Jurisdiction and Governing Law:**

This Agreement shall be governed by the laws of the **United States**, and any legal action must be brought in a court of competent jurisdiction within the U.S.

- **Limitation of Liability:**

- The Service Provider's total responsibility to the Client for any issue related to this Agreement will **never be more than the total amount the Client has paid** under this Agreement.
- The Client also agrees not to claim extra damages like lost profits, indirect losses, or penalties.

7. Vendor API Terms & Conditions

These terms apply to Clients who subscribe to the Dropship Program using the V&A Group's Inventory API.

7.1 Authorized Use

- The API may only be used to display and sell V&A Group products **on the specific website URL and IP address approved in this Agreement.**
- API access is strictly **limited to the approved Website and IP address** provided by the Client at the time of setup.
- Any changes to the Website URL or IP address must be reported immediately to V&A Group for approval to avoid cancellation of access.
- The Client must register for a **Partner Account** and agree to all V&A Group related terms and policies before using the API.

7.2 Security and Account Management

- The Client must **keep API credentials and login information secure** and **must not share** them with any unauthorized parties.
- API credentials remain the **exclusive property of V&A Group** and may only be used as permitted under this Agreement.

7.3 Service Provider's Exclusive Rights

- Only the Service Provider's team is authorized to install and manage the API integration, **unless prior written approval is given by the Service Provider.**
- Unauthorized installation, modification, or access by any third party **without approval** is strictly prohibited.

7.4 API Restrictions

The Client may **NOT**:

- Use the API on any website other than the approved one.
- Resell, lease, sublicense, or share API access.
- Use the API to monitor V&A Group's services or benchmark performance.
- Reverse-engineer, disassemble, or copy the API code.
- Circumvent security measures protecting the API.
- Engage in activities that overload or disrupt V&A Group's servers or network.
- Use the API for any illegal, fraudulent, or harmful activities.
- Embed unauthorized code (e.g., crypto mining, spyware) within their application.

7.5 Inventory and Orders

- The Client may combine V&A Group's inventory with other vendors' products if desired.
- Inventory updates occur in real time; however, due to system update delays, it is the Client's responsibility to **confirm stock availability directly with V&A Group** before finalizing any sale.
- Orders for out-of-stock items will typically be fulfilled **within 15–20 business days** based on manufacturer supply.

7.6 Dropshipping and Shipping Terms

- Dropship shipping charges are **\$5 per shipment.**
- The Client must maintain a valid credit card on file for order processing.
- In cases where shipped products are not received or are returned, the Client must return the items to V&A Group within **7–10 days** in original condition to receive account credit.

7.7 Ring Sizing and Pricing Adjustments

- Standard ring sizes: **Men's size 10** and **Women's size 7**.
- Size adjustments incur additional charges: **\$25 per full size** increase, **\$12.50 per half size**.
- Custom size production requires **20–30 working days**.
- Keystone price (markup) changes requested by the Client will take **4–5 working days** to reflect on the website.

7.8 Termination of API Access

- Upon termination or expiration of the Dropship subscription, or in case of payment default, the Client must **immediately remove all V&A Group inventory** from their website.
- Failure to do so may result in **legal action** by V&A Group.

8. Choose Your Plan

Digital Marketing Plans (12-Month Contract)

- **Silver Plan (Social Media Essentials)** – \$1,295/month
- **Gold Plan (SEO Professional)** – \$1,595/month
- **Platinum Plan (Full Digital Growth)** – \$3,195/month

*A one-time setup and onboarding fee of **\$395** applies to all digital marketing plans.*

E-Commerce Plans (12-Month Contract)

- **E-Commerce Basic** – \$295/month (1st Year)
(2nd Year: \$195/month, 3rd Year & onwards: \$99/month)

- **E-Commerce Advance** – \$395/month (1st Year)
(2nd Year: \$295/month, 3rd Year: \$195/month, 4th Year & onwards: \$99/month)
 - **E-Commerce Premium** – \$495/month (1st Year)
(2nd Year: \$395/month, 3rd Year: \$295/month, 4th Year & onwards: \$199/month)
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Dropship Program (Month-to-Month)

- **Dropship Program** – \$99/month
*A one-time setup and onboarding fee of **\$199** will be charged separately for the dropship program.*
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9. Client Information:

Company Details:

Company Legal Name: _____

DBA: _____

Business Owner Name: _____

Business Address: _____

Business Phone: _____

Business Email: _____

Website URL: _____

Assigned V&A Group Sales Person: _____

Contact Person Details:

Name: _____

Job Title: _____

Phone: _____

Email: _____

Website Details:

Platforms (WordPress, Shopify, WIX etc) _____

For Shopify/Wix share access on websupport@web4jewelers.co

Website Access (CPanel/FTP) _____

Keystone (% or X) _____

10. Agreement & Signature

By signing below, the Client confirms that they:

- Have read and understood all the terms outlined in this Agreement.
- Agree to abide by these terms at all times.
- Are legally authorized to represent and enter into this Agreement on behalf of the company or themselves.
- Understand this Agreement is governed by the laws of the United States.

Client:

Authorized Representative Full Legal Name:

Company Name:

Title/Position:

Signature: _____

Date: ____ / ____ / ____

Web4Jewelers:

Authorized Representative Full Legal Name:

Company Name:

Title/Position:

Signature: _____

Date: ____ / ____ / ____

CREDIT CARD AUTHORIZATION FORM

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