



DROPSHIP PROGRAM SERVICE AGREEMENT

This Drop Ship Agreement ("Agreement") is entered into as of [Date] ("Effective Date"), by and between:

[Client Name], located at [Address] ("Client"),
and

Web4Jewelers located at 6120 Taref Dr, Houston, TX 77074 ("Service Provider").

OVERVIEW

The Service Provider shall provide dropshipping services to the Client, including vendor inventory integration with WordPress or Shopify, automated syncing, and order fulfillment. This program enables jewelers to expand their product offerings and increase revenue without holding inventory or managing shipping, while giving customers access to a curated collection of fine diamond jewelry. Each order is fulfilled with precision and care, ensuring a luxury brand experience. Both Parties agree that all information exchanged in connection with these services ("Confidential Information") shall remain strictly confidential and not be disclosed outside the scope of this Agreement without prior written consent or as required by law.

1. SERVICES

1.1 Scope of Work

The Service Provider shall provide **dropshipping integration and support services** (the "Services") as outlined in the selected plan(s) below. The Client shall indicate their selected service(s) by checking the appropriate box(es):

Select Your Plan – Dropship Program (Month-to-Month)

☐ **Single Vendor – \$99/month**

Choose **one** vendor:

☐ AV Diamonds ☐ Ethos Creations

☐ **Dual Vendor – \$150/month**

Includes **both** vendors: AV Diamonds **and** Ethos Creations

A one-time setup and onboarding fee of \$199 applies to all dropship plans.

1.2 Description of Services

The Services may include, but are not limited to:

- Integration of Vendor inventory
- Inventory syncing and product update
- Maintenance of sync between supplier and website

2. TERMS & TERMINATION

2.1 Contract Term

Dropship Program: Month-to-month basis beginning on the Effective Date.

The plan shall auto-renew monthly unless either Party provides written notice of cancellation at least thirty (30) days prior to renewal.

2.2 Early Termination

The Client may cancel any service within twenty-four (24) hours of signing without incurring the first payment. However, if an onboarding meeting has already taken place, the setup fee shall be non-refundable.

2.3 Termination Procedure

Dropship services may be cancelled by either Party with thirty (30) days' notice.

All termination notices must be submitted via email. The Client is responsible for payment of all fees accrued through the termination effective date. All outstanding balances must be settled before the release of deliverables or access credentials.

2.4 Service Pause & Reinstatement

Dropship services cannot be paused or placed on hold. Any Client requesting to reinstate services after cancellation or termination will be subject to a non-refundable onboarding fee of \$199 before services can resume.

3. FEES & PAYMENT TERMS

3.1 Payment Structure

Monthly fee shall be billed to the payment method on file on the same calendar day of each month as the initial payment date ("Billing Date").

One-time setup fee shall be charged at the beginning of the engagement.

3.2 Automatic Payment Authorization

By signing this Agreement, the Client authorizes recurring charges to their designated payment method.

3.3 Late Fee & Reconnection

Late payments incur a \$99 fee.

Services may be suspended after fourteen (14) days of non-payment.

A \$195 reconnection fee applies to resume suspended services, and a new Agreement may be required.

3.4 Taxes

All prices exclude applicable federal, state, and local taxes, which shall be added to the invoice amount as required by law.

4. PROJECT TIMELINES & CLIENT OBLIGATIONS

4.1 Timeline

API setup, inventory mapping, and integration are typically completed within 3-5 working days from the project start date, depending on client responsiveness.

4.2 Client Responsibilities

Content and Material Submission:

The Client agrees to provide all necessary materials and access credentials required for the successful execution of services. This includes—but is not limited to—domain login, website backend access, shipping information, and brand content.

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 five (5) 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.

5. ACCESS, OWNERSHIP & INTELLECTUAL PROPERTY

5.1 Platform Access

Manager-level access to relevant platforms (website, CMS, hosting, and analytics) will be required.

Custom work, including code, designs, and API integrations, remains the property of the Service Provider until all contractual obligations are fulfilled.

5.2 Unauthorized Use

Unauthorized use of proprietary assets prior to contract completion constitutes a material breach and may subject the Client to legal consequences including injunctive relief, statutory damages, and attorneys' fees.

5.3 Portfolio Usage

The Service Provider may showcase completed work in its portfolio and marketing unless confidentiality is requested in writing.

6. DROPSHIP TERMS & CONDITIONS

6.1 Scope

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

6.2 Permitted Use

- Use the API solely to display and sell Vendor products on the Client's specific website.
- The API is restricted to the specified website URL. Using it on any other website can lead to termination and legal action.
- API access is limited to the specified IP address. Inform the Vendor of any IP address changes or additions to avoid cancellation or disconnection.
- You are free to use other brands' inventory. You can combine your own, other vendors, and AV Diamond's inventory.
- Only use the Vendor Inventory API to develop and distribute applications or content for your use or that of a merchant using the services.

6.3 Eligibility & Authority

- 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.
- 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.
- 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.

6.4 Access & Security

- 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.
- 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.
- Keep the API Credentials and all login information for your Vendor Account and Partner Account secure.
- Do not share the API Credentials with any third party.
- 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.
- 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.

6.5 Third-Party Providers

- 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.
- Access to certain APIs may require a separate written agreement between the Developer and Vendor.

6.6 Orders & Inventory

- In case of limited stock availability, orders will be served on a first-come-first-serve basis.

- 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.
- 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.
- When a request for a change in keystone price (markup) is made, it will take 1–2 working days for the new prices to be reflected on your website.
- 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.

6.7 Ring Sizing and Pricing Adjustments

The standard ring sizes provided under this Agreement are Men's size 10 and Women's size 7.

Requests for custom sizing shall require a production period of twenty (20) to thirty (30) business days, commencing from the date the sizing request is confirmed by the Service Provider.

Any ring size deviations from the standard sizes are considered custom sizing and are subject to additional fees as follows:

SIZING CHART

AV LADIES RINGS

<u>SIZES</u>	<u>10k PRICE</u>	<u>14 K PRICE</u>
<u>1 SIZE UP</u>	<u>\$20</u>	<u>\$25</u>
<u>2 SIZES UP</u>	<u>\$40</u>	<u>\$50</u>
<u>3 SIZES UP</u>	<u>\$60</u>	<u>\$75</u>
<u>SIZE DOWN</u>	<u>\$15</u>	<u>\$15</u>

AV LADIES BRIDAL SET

<u>SIZES</u>	<u>10K PRICE</u>	<u>14K PRICE</u>
<u>1 SIZE UP</u>	<u>\$35</u>	<u>\$40</u>
<u>2 SIZES UP</u>	<u>\$70</u>	<u>\$80</u>
<u>3 SIZES UP</u>	<u>\$105</u>	<u>\$120</u>
<u>SIZE DOWN</u>	<u>\$30</u>	<u>\$30</u>

MENS RINGS

<u>SIZES</u>	<u>10K PRICE</u>	<u>14K PRICE</u>
<u>1 SIZE UP</u>	<u>\$30</u>	<u>\$35</u>
<u>2 SIZES UP</u>	<u>\$60</u>	<u>\$70</u>
<u>3 SIZES UP</u>	<u>\$90</u>	<u>\$105</u>
<u>SIZE DOWN</u>	<u>\$15</u>	<u>\$15</u>

CHAINS AND SCREWBACKS

	<u>10K PRICE</u>	<u>14K PRICE</u>
<u>CHAINS</u>	<u>\$25</u>	<u>\$35</u>
<u>SCREWBACKS</u>	<u>\$16 PAIR</u>	<u>\$20 PAIR</u>

6.8 Shipping & Charges

- 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.

6.9 Restrictions

The Client shall not:

- 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.

- Not distribute, sell, lease, rent, lend, transfer, assign, or sublicense any rights granted by the Terms to any third party.
- 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.
- Not remove or destroy any copyright notices, proprietary markings, or confidentiality notices placed upon, contained within, or associated with the Vendor Inventory API.
- 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.
- Not circumvent technological measures intended to prevent direct database access or manufacture tools or products to that effect.
- 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 is expressly prohibited by applicable law.
- Not bypass Vendor Inventory API restrictions for any reason, including automating administrative functions of the Merchant Store Admin.
- 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.
- Not develop applications that excessively burden the Vendor Inventory system or distribute spyware, adware, or other commonly objectionable programs.
- Not develop an Application that primarily aims to migrate Merchants off the Vendor.
- 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.
- 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.
- 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.
- 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.

6.10 Data & Confidentiality

- 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.
- 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.

- 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.

7. SERVICE LEVEL AGREEMENT (SLA)

Uptime Guarantee: 99.9% uptime for hosted API services.

Support: All requests will be acknowledged within 24 hours and resolved within 72 hours unless complexity warrants otherwise.

Client Cooperation: Timely responses are required for effective issue resolution.

8. DATA PRIVACY & SECURITY

The Service Provider shall follow the industry's best practices and applicable laws for protecting client data.

In the event of a confirmed data breach, the Client will be notified within 24 hours.

The Service Provider is not liable for damages resulting from cyberattacks despite compliance.

9. DISPUTE RESOLUTION

9.1 Informal Resolution

In the event of any disagreement or dispute arising from this Agreement, both Parties agree to first engage in good-faith discussions and make reasonable efforts to resolve the matter informally within fifteen (15) business days from the date the issue is raised.

9.2 Legal Proceedings

If the matter remains unresolved after the informal resolution period, either Party may initiate legal proceedings. All disputes shall be governed by and constructed in accordance with the laws of the State of Texas and resolved exclusively in the courts located in Harris County, Texas. Each Party irrevocably submits to the jurisdiction of these courts.

9.3 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.

9.4 Payment Disputes & Chargebacks

The Client expressly agrees not to initiate payment disputes, chargebacks, or refund claims through their bank, credit card issuer, or payment processor for services rendered under this Agreement, except in cases of verified material non-performance by the Service Provider.

Improper or bad-faith disputes (including but not limited to disputes arising from sales performance dissatisfaction, client delays, or unmet subjective expectations) shall be considered a material breach of this Agreement. In such cases, the Service Provider may pursue immediate legal remedies, including recovery of all outstanding amounts, legal fees, and damages.

If a dispute is improperly initiated with a bank or payment processor, the Service Provider shall submit this Agreement and all supporting documentation to defend the validity of the charges, and the Client agrees that this Agreement shall serve as conclusive evidence of authorization of payment.

9.5 Client Non-Cooperation

The Client acknowledges that failure to provide necessary materials, access, feedback, or approvals in a timely manner shall not constitute non-performance by the Service Provider and shall not be grounds for withholding payments, requesting refunds, or filing disputes. Any delays or incomplete work resulting from Client's inaction are the sole responsibility of the Client.

9.6 Lead Generation vs. Sales Disputes

The Client understands and agrees that the Service Provider's responsibility is limited to providing the agreed services (e.g., integrations, inventory syncing, or marketing deliverables), not guaranteeing specific sales outcomes. Dissatisfaction with sales performance or ROI shall not constitute valid grounds for dispute, chargeback, or refund.

9.7 Recovery of Legal Fee & Costs

In any dispute, claim, or legal action arising out of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, court costs, and associated legal expenses, in addition to any other relief granted.

9.8 Limitation on Filing Claims

Any claim, demand, or legal action arising out of or relating to this Agreement must be filed within one (1) year of the date the cause of action arose. Claims not filed within this period are permanently barred.

9.9 Governing Law & Venue

This Agreement shall be governed by the laws of the United States and the State of Texas. Exclusive venue for any action shall lie in the state or federal courts located in Harris County, Texas.

9.10 Limitation of Liability

The Service Provider's total cumulative liability for any and all claims under this Agreement shall not exceed the total fees actually paid by the Client to the Service Provider under this Agreement.

The Client expressly waives the right to claim consequential, incidental, indirect, exemplary, or punitive damages, including but not limited to lost profits, lost business opportunities, or reputational harm.

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 dev@carbonrepro.com

Website Access (CPanel/FTP) _____

Keystone (% or X) _____

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.
- Understanding this Agreement is governed by the laws of the State of Texas and 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

Please Complete The Information Below		
FULL NAME:	COMPANY NAME:	
DATE:	EMAIL:	
CELL:	TEL:	

CARD TYPE: ☐ ☐ ☐ ☐			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 5px; vertical-align: top;">AMOUNT:</td> <td style="width: 50%; border: none; padding: 5px; vertical-align: top;">PAYMENT DESCRIPTION:</td> </tr> </table>	AMOUNT:	PAYMENT DESCRIPTION:	
AMOUNT:	PAYMENT DESCRIPTION:		
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BILLING ADDRESS:			
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CITY:	STATE:	ZIP:	

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only. 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; so long as the transaction corresponds to the terms indicated in this form.

By signing this form, you have given us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a transaction Only, and does not provide authorization for any additional unrelated debits or credits to your account.

Card Holder Signature

Date