

SERVICE AGREEMENT FOR ECOMMERCE DEVELOPMENT

This Service Agreement ("Agreement") is made effective as of _____ ("Effective Date"), between:

LEMONADE DIGITAL MEDIA AGENCY,

Janon Bldg. Hasan Bohsali Str.

+961 78 891 405

service@lemonadedigitalmedia.com

("Agency" or "We")

AND

Client Name:

Business Name:

Address:

Email:

("Client" or "You")

Background: Agency provides a bundled subscription service for e-commerce websites and point-of-sale (POS) systems. Client wishes to subscribe to these services under the terms outlined herein.

1. **Services & Subscription**

Agency agrees to provide the following services to Client on a monthly/annual subscription basis, as selected in Section 9 ("Subscription Plan"):

- **Domain & Hosting:** Registration of a custom domain name (subject to availability) and provision of professional web hosting, including security monitoring and an SSL certificate.
- **E-commerce Website & Store:** A dedicated website with an integrated online store functionality.
- **Payment Gateway Integration:** Configuration to facilitate payments through third-party processors (e.g., Areeba, Whish Money, POD). Client is solely responsible for establishing and maintaining accounts with these providers.
- **POS System:** Access to a complete sales management (POS) system for in-person transactions.
- **Unified Dashboard & Inventory Sync:** A single dashboard to manage online and in-person orders, with real-time synchronization of inventory levels between the online store and POS.
- **Hardware Integration:** System compatibility with standard thermal printers and barcode scanners. Note: Hardware is not provided unless explicitly stated in an addendum.
- **SEO & Optimization:** Basic on-page SEO and site speed optimization services.
- **Email Accounts:** Setup and hosting for up to # professional email accounts linked to the Client's domain.
- **Training & Support:** Access to a library of training videos and reasonable email-based support for setup and fundamental operational issues.

2. Subscription Fees & Payment

- The monthly/annual subscription fee is as specified in Section 9. Fees are due in advance, starting on the Effective Date.
- Payments will be collected automatically via the debit card method on the same date each month/year.
- All fees are non-refundable, including for partial months of service.

3. Term, Renewal, & Client Flexibility

- This Agreement commences on the Effective Date and remains in effect on a month-to-month basis.
- It will automatically renew each month/year unless canceled as per the terms below.
- Cancel: Client may cancel this Agreement at any time by providing at least seven (7) days' written notice (By Email) before the next billing date. Upon cancellation, all services will terminate at the end of the current billing cycle.

4. Domain Name Ownership

- Upon payment of the initial fees, the Agency will register the domain name specified by Client (subject to availability). Client is the registrant and legal owner of the domain name.
- If this Agreement is canceled or terminated, Agency will, at Client's request, facilitate the administrative transfer of the domain name to another registrar. Client is responsible for any transfer fees imposed by the registrar.

5. Data Portability & Client Data

- Client owns all data related to their business (customer info, sales records, inventory data). Upon cancellation, Agency will, upon request, provide a standard format export (e.g., CSV files) of Client's data within thirty (30) days.
- Agency may delete all Client data from its servers sixty (60) days after termination of service.

6. Limitation of Liability

- Agency's services are provided "as is" without warranties of merchantability or fitness for a particular purpose.
- Agency's total liability to Client for any claim shall not exceed the total subscription fees paid by Client in the three (3) months preceding the event giving rise to the claim.
- Agency shall not be liable for any indirect, consequential, or incidental damages, including lost profits or data, arising from the use or inability to use the services.

7. Client Responsibilities

Client agrees to: (a) provide accurate information; (b) use the services in compliance with all applicable laws; (c) be responsible for all activities under their account; (d) secure their own login credentials; and (e) handle all customer payment information and disputes via the third-party payment gateways.

8. Termination by Agency

Agency may suspend or terminate services immediately if: (a) Client fails to pay fees; (b) Client breaches any material term of this Agreement; or (c) Client engages in illegal or fraudulent activity using the services.

9. Subscription Plan & Details

- Plan Name: _____
- Monthly Subscription Fee: _____ USD
- Domain Name to be Registered: _____
- Initial Setup Fee (if applicable): _____ USD
- Selected Payment Gateway(s): ☐ Areeba ☐ Whish Money ☐ POD ☐ Others
- Billing Cycle Date: The ____ day of each month/Year.

10. General Provisions

This Agreement constitutes the entire understanding between the parties. It may only be amended in writing. It is governed by the laws of the Lebanese Republic. Notices shall be sent via email to the addresses listed above.

ACCEPTANCE & SIGNATURES

The parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

FOR LEMONADE DIGITAL MEDIA AGENCY:

Signature:
Name (Printed):
Title:
Date:

FOR CLIENT:

Signature:
Name (Printed):
Title:
Date: