

PIKLOK

Subscription Plans Terms of Sale

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Note:

This is a contract by PIKLOK SRL and the other party (referred to as “the client”).

Introduction

PIKLOK SRL will develop a custom e-commerce website for the client, under a loan for use subscription contract.

PIKLOK SRL is a contemporary digital agency, with a focus on user-centered design, while helping our clients achieve the desired result. Piklok, with years of experience in the website design and development industry, prides itself on creating unique, creative and quality designs that are developed upon the latest modern coding and developing techniques.

Our strategy for achieving the desired result can be broken into four parts:

1. Website Design and Development

First, we'll develop the client's website by conducting a research into the client's industry and target market with the aim of understanding what works and determining how it can be applied in meeting the client's needs. We then develop the website based on our client's requirements, our understanding of the industry and our evaluation of the target customer's modus operandi.

2. Search Engine Optimization (Optional)

Upon successful design and development of the website, the client can choose the option to entrust PIKLOK SRL in promoting the website by employing search engine optimization tactics, with a large focus on content marketing, considering Google's "status quo."

3. Results Measurement (Optional)

In case of option 2 chosen, with the attainment of Google's first page on popular keywords relevant to the client's product or services and an exponential growth in traffic, we'll then move on to the third stage which involves measuring the website's performance by using Google analytics, heat maps and other efficient website monitoring tools. We generally measure bounce rates, website traffic, website's visitors' geographical location, and most importantly, conversion rate.

4. Fine Tuning (Optional)

In case of all options above chosen, upon results measurements, we'll then fine tune the website in order to improve results. We determine what to fine tune by analyzing data obtained from the previous stage. Fine tuning can range from changing the order of the website's menu items to changing font sizes.

Scope of Work

The client is interested in having one of the following websites or e-commerce platforms subscription plans.

"Seedling" Subscription Plan

Recurring Fixed Price 9,99 Euro a month

Check out piklok.com/subscriptions to see price in Pounds or Dollars

The plan includes:

- *Full Website/E-Commerce (1-2 pages)*
- *Registered Domain*
- *Pre-paid Hosting*
- *Site Editing Utilities*
- *Product Importing Tool*
- *SSL Certificate*
- *Site Monitoring App*
- *Money Back Guarantee (check refund policy n.13)*

“Bonfire” Subscription Plan

Recurring Fixed Price 49,99 Euro a month

Check out piklok.com/subscriptions to see price in Pounds or Dollars

The plan includes:

- *Full Website/E-Commerce (3-4 pages)*
- *Registered Domain*
- *Pre-paid Hosting*
- *Site Editing Utilities*
- *Product Importing Tool*
- *SSL Certificate*
- *Site Monitoring App*
- *Money Back Guarantee (check refund policy n.13)*
- *1 Design Revision*
- *Technical Assistance*
- *Social Pages Creation*
- *SEO Compliant*

“Thunder” Subscription Plan

Recurring Fixed Price 99,99 Euro a month

Check out piklok.com/subscriptions to see price in Pounds or Dollars

The plan includes:

- *Full Website/E-Commerce (5-8 pages)*
- *Registered Domain*
- *Pre-paid Hosting*
- *Site Editing Utilities*
- *Product Importing Tool*
- *SSL Certificate*
- *Site Monitoring App*
- *Money Back Guarantee (check refund policy n.13)*
- *2 Design Revisions*
- *Technical Assistance 24/7*
- *Social Pages Creation*
- *SEO Compliant*
- *Mailing List Setup*
- *Mobile App Version*

List of Site Features

The list contained in Annex A is a list of the WordPress features that characterize the client's site and can be implemented/activated at any moment by the client itself.

In no event will PIKLOK SRL be liable to the client or any third party in case of eventual defect of the features below listed. PIKLOK SRL can support the client in learning how to use such features but is not obliged to.

Payment Gateways

Customers will be given the option to pay via PayPal or Stripe. The client is the sole responsible of and will be obliged to sign specific agreements with payment Gateways (i.e. PayPal) in order to grant all the relevant authorizations to the financial transactions on its accounts.

In no event will PIKLOK SRL be liable to the client or any third party for any financial issue regarding, for instance, payment gateways issues/customer's claims etc...

Terms and Conditions

1. Authorization. The client is engaging PIKLOK SRL, as an independent contractor for the specific project outlined below:

- The client's e-commerce platform or website design and development

In case the optional hosting plan is not selected, PIKLOK SRL will need the client to provide the hosting access credentials in order to proceed with the site's development.

In case the optional hosting plan is selected, PIKLOK SRL will provide the hosting access credentials to the client as soon as possible.

2. Completion Date. PIKLOK SRL, and the client must work together to complete the project in a timely manner. PIKLOK SRL agrees to work expeditiously to complete the project no later than 30 days, except for explicit exception, depending on:

- date of acceptance of agreement;
- The client full accomplishment of PIKLOK SRL instruction for the setup of the site (i.e. subscriptions for payments gateways). Until its delivery, and after that, the site will remain sole property of PIKLOK SRL.

3. Payment of subscriptions. Payments to PIKLOK SRL are due and payable under monthly billing, recurring every month starting from the date of purchase of the package.

All payments will be made in Euros (or converted in Pounds/Dollars if necessary).

4. Assignment of Project. PIKLOK SRL reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

5. Project Revision During Execution: the client may be charged additional fees if it decides to make changes to the agreed upon project scope and objectives.

6. Legal & License. PIKLOK SRL warrants that the functionality contained in this project will meet the client requirements and that the operation will be reasonably error-free.

The entire risk as to the quality and performance of the project is with the client. In no event will PIKLOK SRL be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the website, even if PIKLOK SRL has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

7. Copyrights and Trademarks. The client represents to PIKLOK SRL and unconditionally guarantees that any elements furnished to PIKLOK SRL for inclusion in the project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend PIKLOK SRL and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

8. Copyright to Project. PIKLOK SRL guarantees that all aspects of design and construction of the project will be disclosed to the client upon received payment, while copyrights and ownership of the online website, domain and hosting plan will be the sole property of PIKLOK SRL, being a loan for use contract. PIKLOK SRL retains the right to display graphics and other design elements as examples of its work in its portfolio.

9. Sole Agreement. The agreement contained in this Contract constitutes the sole agreement between PIKLOK SRL and the client regarding this project. Any additional work not specified in this contract must be authorized by a written change order.

9. Site Transfer. The agreement contained in this Contract constitutes the sole agreement between PIKLOK SRL and the client regarding this project. Any additional work not specified in this contract must be authorized by a written change order.

10. Removal of the monthly fee. You can buy the counterpart of the one-time payment. Each floor has one:

- For the "Seedling" plan, it is the "Standard E-Shop Package" for 999,00 Euro
- For the "Bonfire" plan, it is the "Premium E-Shop Package" for € 1.999,00
- For the "Thunder" plan, it is the "E-Shop Master Package" for € 2.999,00

If the client intends to unlock full ownership of his site by purchasing one of the listed packages, he must also send us an email to "customer@piklok.com" in order to free the site from any recurring payments.

11. Website Transfer. In this case, if you already have a website, we can build the new website while the other website is still active. Once PIKLOK SRL is ready for publication and you are satisfied with the new site, PIKLOK SRL will replace the old site with the new one. It can only take 10 minutes for the new website to be visible, unless, of course, you don't need to change the hosting provider as well. You will hardly notice a brief drop in traffic numbers.

Keep in mind that by asking PIKLOK SRL to redesign your website with a subscription contract, the customer is practically granting ownership of the site to PIKLOK SRL. This means that if the customer stops using and paying for the service, PIKLOK SRL will not be able to keep the site alive and will have to be taken offline (but in case the customer wants to reactivate the service, PIKLOK SRL will keep his files to restore the Web site).

12. Website Design Review. The customer will have the opportunity to ask PIKLOK SRL to change the appearance of the website once if he purchases the "Bonfire" subscription plan, twice if he chooses the "Thunder" plan. The "Seedling" plan does not envisage any changes to the design initially proposed and developed by PIKLOK SRL. In order to make precise changes to the design, it is advisable to correctly fill in the form sent by email immediately after purchasing the plan and / or upgrading the plan to "Bonfire" or "Thunder".

13. Refund Policy. No portion of this initial payment will be refunded unless requested within 4 days of purchasing the plan. In the event of a request within 4 days of purchasing the subscription plan, the customer is entitled to receive a full refund of the expense (except for the cancellation management costs of a few cents / euro).

14. Cancellation Policy. The order can be cancelled in any moment without giving any reason why. After its cancellation, the site will be put offline, the domain registration will be removed (unless it has just been renewed after 12 months of subscription, in that case the client will need to wait 2 months or buy it from PIKLOK SRL) and the domain hosting will be cancelled. PIKLOK SRL will no longer be the owner of the site and its features, unless the client decides to renew the subscription: in that case, everything will go back as it was before, according to this contract.

Matteo Russo – CEO PIKLOK SRL

ANNEX A - List of Site Features

- *CyberShop software and all its modules useful to your activities*
- *Layered / Faceted Navigation for filtering of products*
- *Static Block tool to create category landing pages*
- *Ability to assign designs on category and product level (unique design per product/category)*
- *Configurable search with auto-suggested terms*
- *Recently viewed products*
- *Product comparisons*
- *Catalog Browsing*
- *Recently compared products*
- *Cross-sells, Up-sells and Related Items*
- *Popular Search Terms Cloud*
- *Filter by Product Tags*
- *Product Reviews*
- *Product listing in grid or list format*
- *Breadcrumbs*
- *Inventory Management with Backordered items, Minimum and Maximum quantities*
- *Batch Import and Export of catalog*
- *Batch Updates to products in admin panel*
- *Simple, Configurable (e.g. size, color, etc.), Bundled and Grouped Products*
- *Virtual Products*
- *Customer Personalized Products – upload text for embroidery, monogramming, etc.*
- *Tax Rates per location, customer group and product type*
- *Attribute Sets for quick product creation of different item types*
- *Create Store-specific attributes on the fly*
- *Media Manager with automatic image resizing and watermarking*
- *Advanced Pricing Rules and support for Special Prices (see marketing tools)*
- *Search Results rewrites and redirects*

- *Approve, Edit and Delete Product Tags*
- *Approve, Edit and Delete Product Reviews*
- *RSS feed for Low Inventory Alerts*
- *Multiple Images Per Product*
- *Product Image Zoom-in Capability*
- *Product Reviews*
- *Related Products*
- *Stock Availability*
- *Multi-Tier Pricing Upsell*
- *Product Option Selection*
- *Catalog Management*
- *Product Browsing*
- *Add to Wishlist*
- *Grouped Products View*

- *Send to a Friend with Email*
- *Order status and history*
- *Re-orders from account*
- *Recently ordered items*
- *Address Book with unlimited addresses*
- *Default Billing and Shipping addresses*
- *Wishlist with ability to add comments*
- *Email or Send RSS feed of Wishlist*
- *Newsletter Subscription management*
- *Product Reviews submitted*
- *Product Tags submitted*
- *Account Dashboard for overview of: recent orders, personal information, newsletter subscription status, primary billing address, primary shipping address, shopping cart, wishlist, recently ordered items, recently reviews and recent tags*
- *Control multiple websites and stores from one Administration Panel with ability to share as much or as little information as needed*

- *Multi-Lingual*
- *Support for localization*
- *Support for multiple currencies*
- *Administration Permission System Roles and Users*
- *Flexible tax rate management with support for US and International markets*
- *Fully 100% customizable design using templates*
- *Customer Groups*
- *One-Click Upgrades*
- *Content Management System for Informational Pages*
- *View, edit, create and fulfill orders from admin panel.*
- *Create one or multiple invoices, shipments and credit memos per order to allow for split fulfillment Print invoices and packing slips*
- *Customer Accounts*
- *Site Management*
- *Order Management*
- *Call Center (phone) order creation*
- *Includes ability to create new customer, or select existing customer and view shopping cart, wishlist, last ordered items, and compared products list, as well as select addresses, give discounts and assign custom prices*
- *Create re-orders for customers from administration panel.*
- *Email Notifications of Orders*
- *RSS feed of New Orders*
- *Shipping to multiple addresses in one order*
- *On-site order tracking from customer accounts*
- *Multiple shipments per order*
- *Ability to specify allowed destination countries per method*
- *Flat rate shipping per order*
- *Flat rate shipping per item*
- *Free Shipping*
- *Table rates for weight and destination*

- *Table rates for product sub-totals and destination*
- *Table rates for number of items and destination*
- *One-Page Checkout*
- *Shipping to multiple addresses in one order*
- *Checkout without account/Guest Checkout*
- *Shopping Cart with tax and shipping estimates*
- *Checkout with account to use address book*
- *Option to create account at beginning of checkout*
- *Accept gift messages per order and per item*
- *Saved Shopping Carts with configurable expiration time*
- *Shipping*
- *Checkout*