



## GARNETBLUE CUSTOM WEB DEVELOPMENT AND SOCIAL MEDIA TERMS OF SERVICE

This contract is between GarnetBlue LLC, ("GarnetBlue") located 2355 Highway 26 West, Suite 400, Roseville, MN 55113, and you, GarnetBlue's Customer ("Customer" or "you").

**GARNETBLUE WILL ONLY PROVIDE SERVICE TO THE CUSTOMER AS SPECIFIED BELOW. THE CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLYING WITH AND ADHERING TO ALL THE TERMS AND CONDITIONS, CONTRACTS, POLICIES, PROCEDURES, USER INTERFACE GUIDES, AND/OR ACCEPTABLE USE POLICIES OUTLINED IN META (FACEBOOK) OR ANY OTHER THIRD PARTY THROUGH WHICH GARNETBLUE IS DISTRIBUTING CONTENT/APPLICATIONS/TABS/MATERIAL/GOODS ("WORK") ON BEHALF OF THE CUSTOMER. THE SERVICES PROVIDED BY GARNETBLUE ARE LIMITED TO THE ONES MENTIONED ON THE ORIGINAL PURCHASE INVOICE FOR THE CUSTOMER.**

1. **SERVICE SPECIFICATIONS:** -- As part of this Social Networking/Custom Web Development Contract, **GarnetBlue will offer the following services:**

- a) GarnetBlue will submit all custom-developed applications to the respective content provider (e.g., META, FACEBOOK) for review and release. The availability of the application is contingent upon the third-party provider's evaluation and approval.
- b) GarnetBlue will create all content, applications, tabs, materials, and goods ("work") in compliance with the terms and conditions of META (Facebook), or any other applicable third-party entity. The work is subject to review and endorsement by the respective third party.
- c) The Customer acknowledges that GarnetBlue is not responsible for any changes made by third parties to their policies, services, or the availability of the application or its features after GarnetBlue has released the application to the third party.
- d) Meta (Facebook) and any other third party to which GarnetBlue is submitting content will conduct a final review and approval of all content, applications, material, goods, and tabs. As a result, the release timeline may vary depending on the third-party provider.
- e) Once the customer approves and submits the content/applications/tabs/material/goods to the third party, it is considered final. Any subsequent changes requested by the customer after the final approval will be treated as new work. GarnetBlue will provide a price quote for these changes, which may also affect the release schedule of the application.
- f) The customer is responsible for promptly notifying GarnetBlue of any issues, errors, omissions, or other problems discovered.
- g) The customer is permitted by GarnetBlue to display advertisements for third parties on their custom application. The customer bears responsibility for all setup fees, changes, edits, updates, and ad maintenance. It

is also the customer's responsibility to ensure that the advertisement content is suitable for all age viewers. GarnetBlue strictly prohibits the display of objectionable material, including but not limited to pornography, violence, racism, or any content geared towards mature audiences. Additionally, the customer agrees to allow GarnetBlue to display advertisements for GarnetBlue LLC or any third party selected by GarnetBlue on the custom application.

**2. MAINTENANCE SERVICE:** -- Maintenance refers to the process of adding, revising, or removing information, content, images, sponsors, and other relevant elements by GarnetBlue after the work has been published and made available. A maintenance agreement, offered as an additional service by GarnetBlue to customers, is outlined in the original invoice.

a) If applicable, the duration of a maintenance agreement will be specified in the original purchase invoice.

b) Any additional work not covered by a maintenance agreement will be accurately priced and quoted by GarnetBlue separately from this agreement.

c) Any additions, revisions, or removals not utilized within the stated time period on the original purchase invoice will be considered expired, no longer valid, or usable.

d) GarnetBlue will promptly carry out any required additions, revisions, or removals. These tasks will be completed on business days from 8:00 AM to 4:00 PM, Monday through Friday unless otherwise mentioned in the original purchase invoice.

e) If GarnetBlue is unable to continue fulfilling the maintenance responsibilities outlined on the original purchase invoice, there is an option for GarnetBlue to offer a buyout for the maintenance portion of the contract. The buyout price will be up to the original retail purchase price of the maintenance service, minus any work already performed under the maintenance service.

**3. CONTRACT TRANSFERABILITY:** -- The Customer is not authorized to transfer this Contract to any other party.

**4. CANCELTION/REFUND POLICY:** -- No refunds will be provided by GarnetBlue once work has commenced. In the event that the application cannot be approved by Meta (Facebook) or any other third party, GarnetBlue may choose to refund a portion or all of the contract price. GarnetBlue will make all efforts to rectify and resolve any rejections. However, rejection by Meta (Facebook) may lead to a delay in launching the customer's application. Any trade provided by the customer holds no cash value and is non-refundable.

**5. OWNERSHIP POLICY:** -- GarnetBlue retains ownership of all completed content, applications, tabs, materials, and goods until full payment is received. Furthermore, if applicable, trade must be honored. The Customer understands that GarnetBlue will not disclose the source code for the application or any work for any reason. Additionally, the Customer acknowledges that all custom work, programming, and source code are owned by GarnetBlue or any other third party involved.

**6. LEGAL FEES & COSTS:** - In the event of a violation of this Contract by the Customer, GarnetBlue reserves the right to recover all reasonable legal fees and costs incurred in enforcing this Contract. The liability of GarnetBlue under this Contract is restricted to the amount received from the Customer for the services that give rise to any claim.

**SIGNATURE:** \_\_\_\_\_

**IT IS NOT REQUIREMENT TO SIGN THIS FORM FOR THE SUBSCRIBER TO BE BOUND BY THE  
AFOREMENTIONED TERMS AND CONDITIONS.**