

# KUBERA MANAGEMENT CORP's TERMS OF SERVICE AGREEMENT

(LOGO, SOCIAL MEDIA BANNER AND AVATAR DESIGN, WEBSITE DEVELOPMENT, SEO-SEARCH ENGINE OPTIMIZATION, DOMAIN NAME PURCHASES, TRANSFERS AND RENEWALS, AND HOSTING)

***THIS AGREEMENT WAS LAST UPDATED ON JANUARY 1, 2024.***

This Agreement is entered into on the date this email is sent, by and between Kubera Management Corp., located at 640 Fulton St Suite 9B, Farmingdale, NY 11735 (hereinafter referred to as "Company"), and You and Your Company, located at the address you provided to the sales agent (hereinafter referred to as "Client").

## **1. SERVICES PROVIDED**

**1.1 WEBSITE DEVELOPMENT:** Company agrees to design, develop, and deliver a website for Client as outlined in the attached proposal.

## **2. WEBSITE DEVELOPMENT PHASES:**

**2.1 SCOPING PHASE:** All Clients must complete the Online Presence Assessment Form. This form allows us to get a comprehensive understanding of your online needs and goals.

**2.2 CONTENT PHASE:** We will conduct keyword research that includes Brand Keywords, Location Keywords, Industry Location Keywords, and Industry-Specific Keywords. Based on these findings, we will create the website page content.

**2.2.1** Clients will have the opportunity to review this content via Google Docs. We will share all content with the Gmail address on file. Clients that do not possess a Gmail account will have their content shared via a PDF file sent to their respective email. Clients will have 72 hours from the time the sharing email is sent to review the content and email us at [edits@kuberamanagement.com](mailto:edits@kuberamanagement.com) with any corrections. Clients are encouraged to make corrections using their own personalized descriptions and forwarding them via email for direct corrections of the content. Kubera Management Corp. only provides one revised copy of content and all other revisions are billed at \$35.00 per page/per revision. If we do not receive an email within 72 hours, we will invoke Negative Consent and proceed to the next phase of development. Any corrections (of the Content Phase) requested after the 72-hour period will incur a fee of \$35.00 per page.

**2.3 ROUGH DRAFT DESIGN PHASE:** Developing the website's structure, layout, and design. This phase is created through Google Sites. This platform allows us to make corrections.

**2.3.1** Clients will have the opportunity to review this content via Google Sites. We will share all content with the Gmail address on file. Clients that do not possess a Gmail account will have their content shared via a private link to the temporary site sent to their respective email. Clients will have 72 hours from the time the sharing email is sent to review the Google Site (navigation, structure of the site, external linking and placement of links and buttons only) and email us at [edits@kuberamanagement.com](mailto:edits@kuberamanagement.com) with any corrections. If we do not receive an email within 72 hours, we will invoke Negative Consent and proceed to the next phase of development. Any corrections (of the Rough Draft Design Phase) requested after the 72-hour period will incur a fee of \$70.00 per page.

**2.4 FINAL DESIGN DEVELOPMENT PHASE:** Building the final design Wordpress or HTML website and implementing features.

**2.4.1** Clients will have the opportunity to review this content via an HTML IP Address link. This link will not be public. Clients will have 72 hours from the time the HTML IP Address link is shared via email to state any corrections to the aesthetics of the final design phase of the Wordpress or HTML website (color scheme and imaging only) and email us at [edits@kuberamanagement.com](mailto:edits@kuberamanagement.com) with any corrections. Kubera Management Corp. will provide one website template revision, one website color scheme revision, and one image revision as part of the initial service. Any additional requests for the aforementioned revisions will incur the following charges: \$35.00 per color scheme revision, \$175.00 per template revision, and \$15.00 per image revision, replacement, or swap. If we do not receive an email within 72 hours, we will invoke Negative Consent and proceed to the next phase of development. Any corrections (of the Final Design Development Phase) requested after the 72-hour period will incur a fee of \$105.00 per page.

**2.5 TESTING PHASE:** Testing for functionality and responsiveness.

**2.6 LAUNCH PHASE:** Final review and launch of the website.

### **3. MONTHLY SEARCH ENGINE OPTIMIZATION (SEO) SERVICES:**

**3.3 MONTHLY SEO SERVICES:** In addition to the website development services, the Company will provide ongoing SEO services to improve the website's visibility and ranking on search engines.

**3.3.1 SCOPE OF SERVICES:** The monthly SEO services include, but are not limited to:

**3.3.1.1** Ongoing keyword research and optimization

**3.3.1.2** On-page SEO, including meta titles, meta descriptions, header tags, and content updates

**3.3.1.3** Off-page SEO, including backlink development and social media signals

**3.3.1.4** Technical SEO, including website performance optimization, mobile-friendliness, and crawlability improvements

**3.3.2 MONTHLY FEE:** The Client agrees to pay a monthly fee of Client agrees to pay \$1,485.00 (FOR BASIC & PRO PREMIUM PLANS) or \$2,985.00 (for all BASIC & PRO PREMIUM PLUS PLANS) for SEO services, payable monthly for the SEO services. This fee is due on the first day of each month and covers the SEO services provided during that month.

**3.3.2.1** You may [CLICK HERE](#) for a complete listing of our website development and SEO (search Engine Optimization) pricing plans.

**3.3.3 PAYMENT TERMS:** The monthly SEO service fee will be billed automatically to the payment method on file. If payment is not received by the due date, the Company reserves the right to suspend SEO services until payment is made.

**3.3.4 TERM:** The Client commits to a 15-month contractual agreement for the SEO services. The contract will automatically renew on a month-to-month basis after the initial 15-month period.

### **4. HOSTING SERVICES PROVIDED:**

**4.1** Kubera Management Corp. agrees to provide website hosting services to the Client as outlined below:

#### **4.1.1 HOSTING PLAN:**

**4.1.1.1 DESCRIPTION OF HOSTING PLAN:** Kubera Management Corp. provides comprehensive cloud web hosting solutions designed for businesses, non-profits, and governmental organizations. Our hosting services support a variety of CMS platforms, including WordPress, Drupal, and Joomla, and are compatible with popular development platforms like Java, Ruby, PHP, Node.js, and .Net. We offer global datacenter availability, ensuring your website can reach customers worldwide with optimal performance. Our infrastructure is scalable, allowing it to adapt to varying traffic levels, from low periods to high-demand spikes. With flexible pricing models, we charge only for the resources you use, offering both pay-as-you-go and fixed monthly pricing options.

#### **4.1.2 DISK SPACE:** 100 GB

**4.1.2.1 BANDWIDTH:** 500 GB/month

#### **4.1.3 SERVICE UPTIME:**

**4.1.3.1** Kubera Management Corp. guarantees a 99.9% uptime for the Client's website, excluding scheduled maintenance.

#### **4.1.4 SUPPORT:**

**4.1.4.1** Technical support via email is available Monday through Friday, 9 AM (Eastern Standard Time) to 5 PM (Eastern Standard Time).

**4.1.4.2** Response time for support requests: 48 hours.

**4.1.4.3** You may email support at: [webadmin@kuberamanagement.com](mailto:webadmin@kuberamanagement.com).

#### **4.1.5 BACKUP AND SECURITY:**

**4.1.5.1** All Client's Website Data is backed up daily.

**4.1.5.2** All Client's Website Data is monitored on a regular basis and security updates are random and frequent.

#### **4.4 PAYMENT TERMS:**

**4.4.1** The total cost for the hosting services is \$199.00 per/year.

**4.4.2** Payment is due upon receipt of the invoice.

4.4.3 Hosting services will commence upon receipt of payment.

#### **4.5 TERMINATION:**

4.5.1 Either party may terminate this agreement with a 60-day prior written notice.

4.5.2 In the event of termination, no refunds will be provided for the unused portion of the hosting period.

#### **4.6 LIABILITY:**

4.6.1 Kubera Management Corp. is not liable for any damages or losses resulting from the use or inability to use the hosting services.

#### **4.7 CONSENT TO AGREEMENT:**

4.7.1 By providing your credit card information and completing the payment process, you acknowledge and agree to the terms and conditions outlined in this contract, including the Website Hosting Section. This consent is deemed as your formal acceptance of the contract in lieu of a physical signature. Your payment serves as confirmation that you have read, understood, and agreed to all the provisions stated herein. If you have any questions or require clarification on any aspect of this agreement, please contact us prior to submitting your payment.

### **5. NEW DOMAIN NAME PURCHASE/ACQUISITION:**

5.1 The Client agrees to pay Kubera Management Corp. a fee of \$21.00 for the purchase of a domain name.

5.2 Kubera Management Corp. will acquire the domain name from the registrar on behalf of the Client.

5.3 It is understood that Kubera Management Corp. does not own the domain name; the Client retains full ownership of the domain.

5.4 The domain name is purchased by Kubera Management Corp. solely for ease of access during the website development process.

5.5 The Client has the right to transfer the domain name at any time for an additional fee of \$35.00.

5.6 The Client agrees to pay Kubera Management Corp. a renewal fee for the domain name managed by Kubera Management Corp. on behalf of the Client. The renewal fee is \$21.00 per year. It is understood that Kubera Management Corp. does not own the domain name; the Client retains full ownership of the domain. Kubera Management Corp. will notify the Client 30 days too the renewal date and ensure the domain name is renewed in a timely manner. Failure to pay the renewal fee may result in the expiration of the domain name.

### **6. Client DOMAIN NAME TRANSFER (IN):**

6.1 The Client agrees to transfer their existing domain name into Kubera Management Corp.'s account for the purpose of facilitating the website development process.

6.2 It is understood that Kubera Management Corp. does not own the domain name; the Client retains full ownership of the domain.

6.3 Kubera Management Corp. will manage the domain during the development period, ensuring ease of access and administration. The Client has the right to transfer the domain name out of Kubera Management Corp.'s account at any time for a fee of \$35.00.

### **8. DOMAIN EXPIRATION PROCESS:**

8.1 When a domain registration expires, your options for renewal vary based on when your domain expired. On Aug. 31, 2013, [ICANN](#) adopted the [Expired Registration Recovery Policy \(ERRP\)](#), which requires registrars to disclose important information to Registrants and prospective customers about expiration notices, fees and redemption procedures. All required information and disclosures currently exist in various locations throughout our website. However, as an aid to Registrants, this article contains links to all required elements in the new policy.

8.2 Each domain name extension and its registry rules can affect the renewal process once a domain has expired. Some domains, such as ccTLDs, may have special requirements for renewals.

8.4 We'll send multiple emails to notify you of expiration within the 30 days prior and 30 days after the expiration date of your domains.

#### **8.5 EXPIRATION TIMELINE:**

NUMBER OF DAYS AFTER EXPIRATION:	WHAT HAPPENS AND WHAT YOU CAN DO:
<b>+1 day</b>	We'll try to auto-renew it, or you may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) for the standard renewal price.
<b>+5 days</b>	We'll try to auto-renew again - but if that doesn't work, your domain is parked: your site and email stop working. But you may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) for the standard renewal price.
<b>+12 days</b>	We'll try to auto-renew your domain one more time. You may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) for the standard renewal price.
<b>+19 days</b>	Domain goes on hold: it's still in your account but inactive. You may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) and pay the renewal fee and the applicable redemption fee of \$200.00.
<b>+26 days</b>	Domain goes to auction. You may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) and pay the renewal fee and the applicable redemption fee of \$200.00.
<b>+30 days</b>	If no active bids in the auction, the domain stays in your account but now it's expired. You may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) and pay the renewal fee and the applicable redemption fee of \$200.00. Once there's a bid, the domain is removed from your account and you can't renew it any more.
<b>+36 days</b>	Domain goes to a final closeout auction. Unless there's a pending purchase of the domain, you may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) and pay the renewal fee and the applicable redemption fee of \$200.00. You can't renew the domain if a purchase is pending.
<b>+41 days</b>	Final closeout auction ends. You may email <a href="mailto:billing@kuberamanagement.com">billing@kuberamanagement.com</a> your new card information (type of card, name on card, card expiration date, card number and CVC code) and pay the renewal fee and the applicable redemption fee of \$200.00.
<b>+72 days</b>	Domain is removed from your account and you can't renew it any more. You may be able to register the domain after the registry has released it, but Kubera Management Corp. can't advise when the registry will release a domain for registration.

**8.6** Some domains, such as ccTLDs, may have special requirements for renewals.

**8.6.1 Related steps**

**8.6.1.2** Make sure the card you have on file is current to continue your domain registration uninterrupted.

**8.6.1.2** You may email [billing@kuberamanagement.com](mailto:billing@kuberamanagement.com) your new card information (type of card, name on card, card expiration date, card number and CVC code) thirty days before your domain is set to expire.

**8.6.2 MORE INFO:**

**8.6.2.1** For full details on ICANN's policies, you can review the [Registrant Rights & Responsibilities Under the 2009 RAA](#).

**8.6.2.2** ICANN Registrant Benefits & Responsibilities (2013) will be determined upon publication by ICANN.

**9. DOMAIN NAME RENEWAL:**

- 9.1** The Client agrees to pay Kubera Management Corp. a renewal fee of \$21.00 per year for the domain name managed by Kubera Management Corp. on behalf of the Client.
- 9.2** It is understood that Kubera Management Corp. does not own the domain name; the Client retains full ownership of the domain.
- 9.3** Kubera Management Corp. will notify the Client 30 days in advance of the renewal date and ensure the domain name is renewed in a timely manner.
- 9.4** It is the responsibility of the Client to ensure that we have an updated card on file.
- 9.5** You may email [billing@kuberamanagement.com](mailto:billing@kuberamanagement.com) your new card information (type of card, name on card, card expiration date, card number and CVC code) thirty days before your domain is set to expire.
- 9.6** Failure to pay the renewal fee may result in the expiration of the domain name.
- 9.7** This Section pertains to the following sections in this contract: **5. NEW DOMAIN NAME PURCHASE/ACQUISITION** and **6. Client DOMAIN NAME TRANSFER (IN)**.

## **10. LOGO DESIGN:**

**10.1** As part of every website development package, Kubera Management Corp. offers a complimentary logo design. The logo is created using the Client's name, the industry they operate in and possibly the area that they service, aiming to reflect these main characteristics.

### **10.1.1** Initial Design and Revisions:

**10.1.1.1** The initial logo design is provided at no additional cost.

**10.1.1.2** One complimentary color change is included.

### **10.2.1** Additional Changes and Revisions:

**10.2.1.1** Each additional color change beyond the first complimentary change will incur a fee of \$15.00 per change.

**10.2.1.2** Any revisions to the logo design after the initial complimentary revision will incur a fee of \$75.00 per revision.

## **11. FEES AND PAYMENT TERMS:**

**11.1 WEBSITE DEVELOPMENT FEES:** Client agrees to pay \$499.00 for all BASIC, BASIC PREMIUM AND BASIC PREMIUM PLUS PLANS or \$999.00 for all PRO, PRO PREMIUM AND PRO PREMIUM PLUS PLANS for the website development services, payable in 3 installments: (You may [CLICK HERE](#) for a complete listing of our website development and SEO (search Engine Optimization) pricing plans).

**11.1.1** DOWN PAYMENT upon your verbal and/or electronic consent to this Agreement.

**11.1.1.2** By providing your credit card information and completing the payment process, you acknowledge and agree to the terms and conditions outlined in this contract. This consent is deemed as your formal acceptance of the contract in lieu of a physical signature. Your payment serves as confirmation that you have read, understood, and agreed to all the provisions stated herein. If you have any questions or require clarification on any aspect of this contract, please contact us prior to submitting your payment.

**11.1.2** 1ST INSTALLMENT upon completion of the Content Phase.

**11.1.3** 2ND INSTALLMENT upon completion of the Framing Phase.

**11.1.4** COMMENCEMENT MONTHLY SEO PAYMENTS upon completion and delivery of the final website.

**11.2 SEO SERVICE FEES:** Client agrees to pay \$1,485.00 (FOR BASIC & PRO PREMIUM PLANS) or \$2,985.00 (for all BASIC & PRO PREMIUM PLUS PLANS) for SEO services, payable monthly.

**11.2.1** You may [CLICK HERE](#) for a complete listing of our website development and SEO (search Engine Optimization) pricing plans.

## **12. Client RESPONSIBILITIES:**

**12.1 CONTENT PROVISION:** Client agrees to provide all necessary content and materials in a timely manner. This includes completing the Online Presence Assessment Form as part of their responsibilities.

**12.2 APPROVAL:** Client agrees to review and approve deliverables within 72 hours. If we do not receive an email with corrections within 72 hours, we will invoke Negative Consent and proceed to the next phase of development. Any corrections made after the 72-hour period will be billed at \$35.00 per page.



**12.3 ACCESS:** Client agrees to provide Kubera Management Corp. with the necessary access to the domain name (if applicable) and other technical resources (under the Client's control) as needed.

### **13. TERM AND TERMINATION:**

**13.1 TERM:** This Agreement shall commence on the date this email is sent and shall continue until the completion of services unless terminated earlier in accordance with this Agreement.

**13.2 TERMINATION FOR CAUSE:** Either party may terminate this Agreement immediately in the event of a material breach by the other party by providing 60 days written notice to the other party.

**13.3 NO REFUND POLICY:** All payments made by the Client are non-refundable. By entering into this Agreement, the Client acknowledges and agrees that they are not entitled to any refunds for any payments made under this Agreement.

### **14. INTELLECTUAL PROPERTY:**

**14.1 OWNERSHIP:** Upon full payment, Client shall own all rights, title, and interest in the website and its content.

**14.2 LICENSE:** Company grants Client a non-exclusive, royalty-free license to use any pre-existing intellectual property incorporated into the website.

### **15. CONFIDENTIALITY:**

**15.1** Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the performance of this Agreement.

### **16. WARRANTIES AND LIMITATION OF LIABILITY:**

**16.1 WARRANTIES:** Company warrants that the services will be performed in a professional manner in accordance with industry standards.

**16.2 LIMITATION OF LIABILITY:** Company's total liability under this Agreement shall not exceed the total fees paid by Client.

### **17. MISCELLANEOUS:**

**17.1 GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**17.2 ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written.

**17.3 SERVABILITY:** If any provision of this agreement shall be held to be invalid, or enforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**17.4 WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**17.5 AMENDMENT:** No amendment, waiver, or discharge of any provision of this Agreement shall be effective against Client or Kubera Management Corp., without the written consent of both Client and Kubera Management Corp..

**17.6 NOTICES:** All notices required or permitted under this Contract shall be in writing and/or electronic notice and shall be deemed delivered when delivered in person, via email and receipt confirmation provided by Kubera Management Corp. or deposited in the United States mail, postage prepaid, addressed as follows:

**17.6.1** [Kubera Management Corp.](#)

Address: [640 Fulton St Suite 9B, Farmingdale, NY 11735.](#)

Telephone: [\(516\) 684-9034](#)

Email: [legal@kuberamanagement.com](mailto:legal@kuberamanagement.com)

**17.6.2** Such address may be changed from time to time by either party by providing writing and/or electronic notice and shall be deemed delivered when delivered in person, via email and receipt confirmation provided by Kubera Management Corp. or deposited in the United States mail, postage prepaid, and addressed as set forth above.

