



SERVICE AGREEMENT

cmwebs — AI Automation Agency
Lugano, Switzerland
cmwebsagency@gmail.com

PARTIES TO THIS AGREEMENT

This Service Agreement (the "Agreement") is entered into between cmwebs, an AI Automation Agency based in Lugano, Switzerland ("Service Provider"), and the undersigned client ("Client"), collectively referred to as the "Parties".

Service Provider: cmwebs, AI Automation Agency, Lugano, Switzerland

Client: (to be completed upon signing)

Agreement Date: ___ / ___ / _____

1. DEFINITIONS

- "Service" refers to the AI automation workflows designed, built, and maintained by cmwebs for the Client, as detailed in the selected plan.
- "Setup Fee" refers to the one-time payment made upon signing, covering the design and technical configuration of the agreed automations.
- "Monthly Fee" refers to the recurring payment covering maintenance, monitoring, and support of active automations.
- "Automation" refers to a single automated workflow connecting two or more third-party platforms via Zapier and Claude AI.
- "Revision" refers to a modification request to an existing automation: a change in logic, tone, trigger, or output format.
- "Scope" refers to the specific automations and services listed in the plan selected by the Client at the time of signing.
- "Billing Term" refers to whether the Client has selected a Monthly plan (no minimum commitment) or an Annual plan (12-month minimum commitment, billed monthly at a discounted rate).

2. SERVICES AND SCOPE

- cmwebs agrees to design, build, test, and maintain the automations included in the plan selected by the Client (Starter, Business, or Premium). The exact number and type of automations are defined in the plan description provided prior to signing.
- Any request for automations, integrations, or services beyond the agreed Scope constitutes an out-of-scope request and will be quoted and billed separately.
- cmwebs will use commercially reasonable efforts to deliver the agreed automations within 48 hours of receiving all required access credentials from the Client.

3. FEES AND PAYMENT

- The Client agrees to pay the Setup Fee in full prior to the commencement of any work. The Setup Fee covers the one-time configuration of all agreed automations.
- The Monthly Fee is due in advance on the 1st of each calendar month. Payment must be received within 10 days of the due date.
- In the event of non-payment within 10 days of the due date, cmwebs reserves the right to suspend all active automations without notice. Services will be restored upon receipt of full payment.
- If payment remains outstanding for more than 30 days, this Agreement will be deemed automatically terminated and all automations permanently deactivated.
- Prices are stated in Swiss Francs (CHF) unless otherwise agreed in writing. All fees are exclusive of any applicable taxes.

3a. ANNUAL BILLING TERMS

- Clients who select the Annual plan commit to a minimum contract duration of 12 months from the date of signing. The discounted monthly rate applies for the full 12-month period and is billed monthly.
- Clients on the Annual plan may not cancel before the end of the 12-month commitment period. Early termination by the Client before the end of the commitment period will result in an early termination fee equal to the remaining monthly fees due for the unexpired term, up to a maximum of 2 months of the applicable Monthly Fee.
- At the end of the 12-month commitment period, the Annual plan automatically renews for a further 12-month period at the then-current Annual rate, unless the Client provides written notice of cancellation at least 30 days before the renewal date.
- Clients on the Monthly plan have no minimum commitment and may cancel at any time with 30 days written notice, as set out in Article 7.
- Switching from an Annual plan to a Monthly plan is only permitted at the end of a commitment period. Switching from a Monthly plan to an Annual plan is permitted at any time and resets the 12-month commitment period from the date of the switch.

4. SETUP FEE NON-REFUNDABILITY

- The Setup Fee is non-refundable once work has commenced. Work is deemed to have commenced upon receipt of the Setup Fee and the Client's provision of at least one required access credential.
- If the Client cancels after work has commenced but before go-live, the Setup Fee will not be refunded under any circumstances.

4a. 7-DAY SATISFACTION GUARANTEE

- cmwebs offers a 7-day satisfaction guarantee on the Setup Fee. If, within 7 calendar days of the agreed automations going live, the automations do not function as technically described in the agreed Scope, the Client may request a full refund of the Setup Fee.
- To request a refund under this guarantee, the Client must: (a) notify cmwebs in writing via email to cmwebsagency@gmail.com within 7 calendar days of the go-live date; (b) provide a clear description of the specific technical malfunction or discrepancy from the agreed Scope; and (c) allow cmwebs a reasonable opportunity of at least 48 hours to diagnose and resolve the issue before the refund is processed.
- This guarantee applies exclusively to technical failures directly attributable to cmwebs. It does not apply in cases where: (a) the issue is caused by the Client's own platform settings, account restrictions, or expired credentials; (b) the Client requests changes beyond the agreed Scope after go-live; (c) the performance of third-party platforms (Zapier, Google, Shopify, Anthropic, etc.) falls below their own service standards; or (d) the Client has not provided complete and accurate access credentials as required.
- The Monthly Fee is not covered by this guarantee and is non-refundable in all circumstances.
- This guarantee may only be invoked once per contract. It does not apply to automations added or modified after the initial go-live date.

5. CLIENT OBLIGATIONS AND ONBOARDING

- The Client agrees to provide all required access credentials, OAuth authorizations, and platform access within 7 calendar days of signing this Agreement.
- The 48-hour setup period begins only upon receipt of all required access credentials. Delays caused by the Client's failure to provide access in a timely manner are not the responsibility of cmwebs.
- The Client is responsible for maintaining valid accounts and active subscriptions on all required third-party platforms (including Gmail, Google Workspace, Shopify, Zapier, Mailchimp, Notion, Typeform, and Otter.ai).
- The Client agrees not to modify, disable, or interfere with any automations built by cmwebs without prior written consent.

6. REVISIONS

- A Revision is defined as any modification to an existing automation's logic, triggers, tone, conditions, or output format.
- The number of Revisions included per month is determined by the selected plan: Starter - 1 per month; Business - 3 per month; Premium - unlimited.
- Revisions must be submitted via email to cmwebsagency@gmail.com. Requests submitted through other channels will not be actioned until confirmed in writing.
- Unused Revisions do not carry over to subsequent months.

7. CANCELLATION AND TERMINATION

- Clients on a Monthly plan may terminate this Agreement at any time by providing 30 days' written notice via email to cmwebsagency@gmail.com.
- Clients on an Annual plan may not cancel before the end of the 12-month commitment period, as set out in Article 3a. Early termination fees apply as described in that article.
- The Monthly Fee for the current billing month is non-refundable upon cancellation, regardless of the cancellation date.
- cmwebs may terminate this Agreement immediately and without notice if: (a) the Client fails to make payment within 30 days; (b) the Client breaches any material term; (c) the Client uses the automations for illegal, fraudulent, or unethical purposes.
- Upon termination, cmwebs will disconnect all OAuth connections and deactivate all automations within 5 business days.

8. INTELLECTUAL PROPERTY

- All automation workflows, prompt structures, logic configurations, and technical frameworks developed by cmwebs remain the sole intellectual property of cmwebs.
- The Client is granted a limited, non-exclusive, non-transferable licence to use the automations for the duration of this Agreement and solely for their own business operations.
- Upon termination, the Client's licence is immediately revoked and cmwebs reserves the right to deactivate all workflows.
- The Client may not reproduce, sell, sublicense, or share the technical configurations of any automation built by cmwebs.

9. DATA AND PRIVACY

- cmwebs accesses the Client's accounts solely for the purpose of building and maintaining the agreed automations.
- cmwebs will not access, read, copy, or share the Client's data for any purpose other than the delivery of the agreed service.
- The Client's data and credentials remain their property at all times. No data is stored by cmwebs beyond what is operationally required.
- The Client is responsible for ensuring that their use of automated communications complies with applicable data protection and anti-spam regulations.

10. LIMITATION OF LIABILITY

- cmwebs provides its services on an "as-is" basis. While cmwebs uses commercially reasonable efforts to ensure reliability, no guarantee of uninterrupted service is made.
- cmwebs is not liable for service interruptions, data loss, or errors caused by: (a) third-party platform outages or API changes (Zapier, Google, Shopify, Anthropic, etc.); (b) changes to the Client's account settings or subscriptions; (c) force majeure events.
- In no event shall cmwebs's total liability exceed the total amount paid by the Client in the 3 months preceding the event giving rise to the claim.
- cmwebs does not guarantee specific outcomes in terms of revenue growth, cost savings, time savings, or conversion rates.

11. AI AND THIRD-PARTY PLATFORM DISCLAIMER

- The Client acknowledges that this service relies on Claude AI by Anthropic. The behaviour, pricing, and availability of Claude AI may change at any time without notice.
- If changes to Claude AI or any third-party platform materially affect service delivery, cmwebs will notify the Client and work in good faith to find a suitable alternative. Such changes do not entitle the Client to a refund of fees already paid.

12. OFFICIAL COMMUNICATIONS

- All contractual communications, including cancellation notices, revision requests, complaints, and formal requests, must be submitted in writing via email to cmwebsagency@gmail.com.
- Communications made through Slack, WhatsApp, SMS, phone, or any other channel do not constitute official contractual notices.

13. GOVERNING LAW AND JURISDICTION

- This Agreement is governed by and construed in accordance with Swiss law.
- Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Lugano, Canton Ticino, Switzerland.
- The Parties agree to attempt to resolve any dispute in good faith before initiating formal legal proceedings.

14. ENTIRE AGREEMENT AND AMENDMENTS

- This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or representations.
- This Agreement may only be amended by a written document signed by both Parties.
- If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By signing below, both Parties confirm they have read, understood, and agreed to the terms of this Agreement.

Client Name: _____

Business Name: _____

Email: _____

Plan Selected: Starter Business Premium

Billing Term: Monthly (no minimum commitment) Annual (12-month commitment, 20% discount)

cmwebs — Service Provider

Client

Date / Data

Date / Data