



GOLDEN KEY POS

9925 Haynes Bridge Rd. STE. 200-101 Atlanta, GA 30022
T: 800-635-3136 / F: 888-789-8777 / W: GoldenkeyPOS.com

APP & WEB Application

Sales By		Branch		Rep Code	
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Client Information

DBA Name		Contact	
Address		Phone	
City, State, Zip		Cell	
e-Mail		Fax	

Mobile Application

App Features	<input type="checkbox"/>	ABOUT US	<input type="checkbox"/>	GALLERY
	<input type="checkbox"/>	CALL US	<input type="checkbox"/>	PDF VIEWER
	<input type="checkbox"/>	CONTACT	<input type="checkbox"/>	WEBSITE VIEWER
	<input type="checkbox"/>	GPS DIRECTION	<input type="checkbox"/>	RSS FEED
	<input type="checkbox"/>	EMAIL FORM	<input type="checkbox"/>	YOUTUBE CHANNEL
	<input type="checkbox"/>	EMAIL PHOTO	<input type="checkbox"/>	MUSIC PLAYER
	<input type="checkbox"/>	EVENTS	<input type="checkbox"/>	PODCAST
	<input type="checkbox"/>	FAN WALL	<input type="checkbox"/>	NOTEPAD
	<input type="checkbox"/>	MESSAGE (PUSH NOTIFICATION)	<input type="checkbox"/>	RESERVATION
	<input type="checkbox"/>	GPS COUPONS	<input type="checkbox"/>	FOOD ORDERING
	<input type="checkbox"/>	QR COUPONS	<input type="checkbox"/>	TIP CALCULATOR
	<input type="checkbox"/>	LOYALTY	<input type="checkbox"/>	MENU
	<input type="checkbox"/>	SOCIAL (SNS CONNECTING)	<input type="checkbox"/>	MERCHANDISE
	<input type="checkbox"/>	TELL FRIEND		

Website and Social Media

Existing Website	<input type="checkbox"/>	YES (type the web address below)	<input type="checkbox"/>	NO (type desired domain name below)
		http://		http://
Facebook URL	<input type="checkbox"/>	YES (type the web address below)	<input type="checkbox"/>	NO (type desired Facebook page name below)
		http://		
Tweeter	<input type="checkbox"/>	YES (type the tweeter address below)	<input type="checkbox"/>	NO (type desired Tweeter name below)
		http://		

Supply Own Files

LOGO	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
PICTURES	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
MISSION STATEMENT OR DESCRIPTION (ABOUT US)	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO

If you are unable to provide files mention above except mission statement, we can provide the design service at your will with \$500 design fee.

Do you want our design service?	<input type="checkbox"/>	YES (add \$500)	<input type="checkbox"/>	NO
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Fee Schedule	Mobile App				Website		
	One Time	Monthly			One Time	Monthly	Yearly
Server Side Build-Up Charge	\$1,999.99	Basic	Preferred	Premium	\$2,999.99	N/A	
Subscription Fee	N/A	<input type="checkbox"/> \$29.99	<input type="checkbox"/> \$59.99	<input type="checkbox"/> \$99.99	N/A	\$85.00	\$599.99
Design Fee	\$500.00	N/A			\$500.00	N/A	
Total							

Total One Time Fee (APP + WEB)	
Deposit	
Balance	

Special Instruction and Notes

If CUSTOMER wants to upgrade, modify, and / or enhance the Website and / or App after CUSTOMER's approval of the products, Goldenkey may charge additional fee for such changes.

Authorization and Agreement (Important See Next Page)

This agreement between Golden Key, whose principal place of business is 9925 Haynes Bridge Rd. STE. 200-101 Atlanta, GA 30022, and the undersigned CLIENT ("CLIENT"). Client hereby represent and warrants that he or she has full power, authority, and right to sign this Agreement and perform the obligations under this Agreement. By signing below, CLIENT acknowledges that he or she has read this Agreement and agrees to the terms of this Agreement which appear on all pages of this document. Client acknowledges that he or she has not relied upon any representations, statements or promises other than the representations as outlined in this Agreement. The provisions of the next page of this document are expressly made a part of this Agreement. CLIENT hereby appoints and engages Golden Key, and Golden Key hereby accepts this appointment, to perform the POS, web, and/or App services (the "Service"). CLIENT's signature below authorizes Golden Key to charge CLIENT's credit card or checking/savings account as provided by this Agreement. CLIENT understands that this Agreement is non-cancelable by CLIENT without a written notice. This Agreement shall commence on the Effective Date, the date of signature below, and shall continue in effects for a minimum period of 6 months from the date first payment of Service Fee, as indicated above, is received by Golden Key until terminated by CLIENT. CLIENT understands and agrees that this Agreement will continue and remain in effect until terminated.

CLIENT

Signature _____

Name / Title _____

Date _____

Signature _____

Name / Title _____

Date _____

Goldenkey

Signature _____

Name / Title _____

Date _____

TERMS AND CONDITIONS

By signing this Agreement, CLIENT agrees to be bound by the following terms and conditions (the "Terms of Service"): Goldenkey reserves the right to update and change the Terms of Service from time to time without notice. Continued use of the Service after any such changes shall constitute CLIENT's consent to such changes. CLIENT may request a review of the most current version of the Terms of Service upon a written request to Goldenkey. Violation of any of the terms may result in the termination of the Service without notice. CLIENT understands and agrees that Goldenkey prohibits inappropriate, offensive and illegal conduct and content while using its Service.

I. Services

- Goldenkey agrees to provide POS software maintenance services, Website / Mobile application development and maintenance services to CLIENT's. Website / Mobile application developments and related services that substantially comply with the information provided from CLIENT to Goldenkey in the forms of photos and written documents.
- Goldenkey shall provide storage for the Software and contents of Customers Website / Mobile Application and make it available for end-users to access (Hosting Services). The servers used to provide the Hosting Services are physically located in the United States of America and, as such, all content will be subject to the laws thereof. CLIENT's agree Goldenkey has no control of availability of the Hosting Services on a continuous or uninterrupted basis. Goldenkey makes no warranty that the Hosting Services will be uninterrupted, error-free or completely secure. CLIENT's acknowledge that there are risks that are inherent in internet/mobile connectivity that could result in the loss of CLIENT's privacy, confidential information and property.

2. Account Terms

- CLIENT is entirely responsible for maintaining the confidentiality of CLIENT's account and password. CLIENT is solely responsible for any and all use of CLIENT's account and actions taken under CLIENT's account. CLIENT agrees to notify Goldenkey immediately if CLIENT believes or suspects that CLIENT's account has been accessed or used without CLIENT's permission. CLIENT shall be responsible for the maintenance of any devices used in conjunction with CLIENT's account. CLIENT also agrees to notify Goldenkey immediately if CLIENT believes CLIENT's device(s) may have been stolen or is otherwise being used by a third party without CLIENT's permission. Goldenkey cannot and will not be liable for any loss or damage from CLIENT's failure to comply with this security obligation.
- CLIENT shall be responsible for all content posted and activity that occurs under CLIENT's account, even when the content is posted by a third party who has unauthorized access to CLIENT's account.
- CLIENT shall not use the Service for any unlawful or otherwise prohibited or authorized by these Terms. CLIENT must not, in the use or connection with the use of the Service, violate any applicable local, state, national, and international laws, including but not limited to copyright laws., CLIENT is solely responsible for all acts or omissions that occur under CLIENT's account. Goldenkey does not control, monitor, or endorse any content posted and activities that occur under CLIENT's account and does not assume any responsibility for CLIENT's content or activity.

3. Payments and Refund Terms

- CLIENT must provide a valid credit card or a valid checking/savings account. CLIENT agrees to fill out and sign the Automatic Payment Authorization Form (Authorization Form) attached to this Agreement. CLIENT understands that the Authorization Form is expressly incorporated and made a part of this Agreement.
- CLIENT agrees and authorizes Goldenkey to automatically charge CLIENT's credit card or checking/savings account provided to Goldenkey on the last day of each month, as indicated on the Authorization Form, for the Service provided in the month of the payment.
- In the case CLIENT elects to be charged on CLIENT's checking/savings account, the charge will appear on CLIENT's bank statement as anACH Debit. CLIENT agrees that no prior notification will be provided unless the date or amount changes, in which case CLIENT will receive a notice from Goldenkey at least 10 days prior to the payment date.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and CLIENT shall be responsible for payment of all such taxes, levies, or duties in CLIENT's location.
- A deposit indicated on the front page of this Agreement, if any, must be paid for Goldenkey to begin work.
- All deposits received are non-refundable, except as provided below in Paragraph 3 of this Agreement.

4. Disclaimers/non-approval of App

- A third party app store may not approve or accept CLIENT's App developed by Goldenkey. Goldenkey does not guarantee approval or acceptance of CLIENT's App into an app store.
- In the event that CLIENT's App is denied by Apple, Goldenkey will resubmit application to Apple up to 3 times. After the 3rd denial, Goldenkey will give CLIENT an option to cancel this Agreement and refund any deposits paid by CLIENT, if any.
- If CLIENT's App contents are found to be inappropriate or illegal to use by Apple, Goldenkey shall notify CLIENT. In such case, CLIENT understands and agrees that no refund will be issued by Goldenkey.
- If the App was denied due to CLIENT's contents or any issues other than the way the App was developed by Band<Card Services, no refund will be issued by Goldenkey. In such case, CLIENT may ask Goldenkey to remake the App for an additional fee.

5. Cancellation and Termination

- CLIENT understands and agrees that this Agreement is non-cancelable for 6 month from the date first payment of Maintenance Fee is received by Goldenkey. This Agreement will continue in effect until properly terminated by CLIENT.
- If CLIENT breaches and terminates this Agreement before the end of the 6-month term said above, CLIENT shall pay Goldenkey as liquidated damages, and not as a penalty, \$495 set-up/development fee, if such fee was waived by Goldenkey at the inception of this Agreement
- CLIENT is solely responsible for properly terminating and deactivating CLIENT's account. Termination and account deactivation requests must be submitted to Goldenkey Customer Service Center in writing at least 30 days in advance using the Cancellation Form provided by Goldenkey. Termination and deactivation requests by phone or by any other form will not be considered valid.
- Goldenkey has the right to suspend or terminate CLIENT's account and refuse any and all current or future use of the Service or that of

any other services provided by Goldenkey for any reason, at any time, with or without notice, and without any refund of monies paid. Such termination or suspension may occur, but not limited to, when Goldenkey determines CLIENT's Web and/or App to be violent, obscene, or offensive, to advocate violent or illegal activity, to contain, or have the potential to contain, any malware, or to contravene any law, statute, regulation, or ordinance, to violate these Terms of Service, or to violate any third parties terms of service.

- In the event of account termination or suspension, CLIENT will no longer be able to access the POS, Web, and/or App and any Content stored with the Service in relation to CLIENT's account.
- CLIENT understands and agrees that CLIENT's Web and/or App is serviced using Goldenkey developer account with the respective web server or an app store, i.e. Appstore and Android market.
- In the event that CLIENT wishes to create and use CLIENT's own developer account, Goldenkey will release CLIENT's Web and/or App from Goldenkey developer account for a fee of \$350. In such event, Goldenkey shall be released from any and all responsibility pertaining to CLIENT's Web and/or App.

6. Modifications to the Service and Prices

- Goldenkey reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any pan thereof) with or without notice. Goldenkey shall not be liable to CLIENT or any third party for any modification, price change, suspension or discontinuance of the Service.
- Goldenkey may make an update to CLIENT's Web and/or App, which may add, modify, and/or remove features from the Web and/or App. These updates may be pushed out automatically with little or no notice, although Goldenkey will do its best to notify CLIENT in advance of an upcoming update, including details on what the update includes.
- Goldenkey may charge additional fees for an update, changes, or modification. In such event, Goldenkey shall give a notice to CLIENT and obtain consent by CLIENT before charging CLIENT's account.
- In the event that CLIENT wishes to make changes or upgrades to CLIENT's Web and/or App after CLIENT's Web or App has been completely set up, Goldenkey will provide CLIENT with an estimate of the cost to perform such modifications or upgrades. No work will commence until an agreement, including payment terms, is reached between Goldenkey and CLIENT. CLIENT's approval shall be obtained in writing for any increases in fees or expenses that exceed the original estimate by 10% or more. Goldenkey will not proceed with any work that would exceed the original estimated total until receiving written approval from CLIENT for the new estimated total.

7. Copyright and Content Ownership

- Goldenkey claims no intellectual property rights over the materials CLIENT provides to Goldenkey. CLIENT's profile and materials remain CLIENT's property. However, by using the Service, CLIENT agrees to allow others to view and share CLIENT's Contents.
- Goldenkey does not pre-screen CLIENT's contents, but Goldenkey and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
- The Service contains materials owned and copyrighted by Goldenkey, all rights reserved. These materials include, but are not limited to, the design, layout, look, appearance and graphics. CLIENT shall not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Goldenkey.
- Goldenkey will create Web and/or App for CLIENT based on the materials CLIENT provides. Goldenkey assumes no responsibility for CLIENT's materials. If there is ever a copyright, trademark, or any legal issue over CLIENT's materials or contents, Goldenkey shall not be held liable for any reason. CLIENT shall defend, indemnify and hold harmless Goldenkey, to the fullest extent possible, including all attorneys fees, for any liabilities, actual or threatened, arising from a dispute over CLIENT's contents or materials.

8. General Provisions

- Governing Law: This Agreement shall be governed by and construed under the laws of the state of Georgia, without reference to conflict-of-laws considerations.
- Indemnification: (a) CLIENT agrees to indemnify, defend, and hold Goldenkey harmless against any claims, liability or damages incurred by Goldenkey, including
- reasonable attorneys fees, which arise or result from (i) CLIENT's operation of its business, (ii) CLIENT's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) CLIENT's breach of any of its obligations, agreements, or duties under this Agreement. CLIENT agrees that such indemnification will continue after CLIENT has stopped using the Service. (2) Goldenkey agrees to indemnify, defend, and hold CLIENT harmless against any claims, liability or damages incurred by CLIENT, including reasonable attorneys fees, that arise or result from any gross negligence or willful misconduct of Goldenkey arising from or connected with Goldenkey carrying out its duties under this Agreement, or (ii) Goldenkey breach of any of its obligations, agreements, or duties under this Agreement.
- Assignment: Neither party shall assign any of its rights or obligations hereunder without prior written consent of the other party, provided, however, that either party may assign this Agreement and its rights and obligations hereunder to a successor of such party by way of merger, consolidation or acquisition of all or substantially all of the assets or business of such assigning party so long as such successor shall agree to be bound by all of the terms and provisions hereof.
- Waiver and Severability: The failure of Goldenkey to enforce any right or provision of these Terms shall not be construed to be a waiver of the right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.