



## Order Confirmation

To,

Prajwal Chaudhary  
Himalayan Flavors  
1585 University Ave, Berkeley, CA 94703

Dear Prajwal ,

Thank you for signing up with Social Circle Marketing on 21 Dec 2015. I am Judy Cooper, your account manager from the client success team. We appreciate your confidence and look forward to working together with a customized Facebook app for your business. Please review the details of your business information and subscription below:

**Business Name:** Himalayan Flavors  
**Package:** Social Circle Facebook Apps, \$1 for the first month, \$99 monthly thereafter  
**Contact Person:** Prajwal Chaudhary  
**Email:** himalayanflavors@gmail.com  
**Phone:** 510-704-0174  
**Address:** 1585 University Ave, Berkeley, CA 94703

Our team of experts have commenced the first step of creating the look and feel of your new customized Facebook app for your business. I will keep you posted and share the design concept for your approval.

We look forward to serving you as a valuable customer. For more information on the subscription please visit [www.socialcircle.marketing](http://www.socialcircle.marketing), terms & conditions of your subscription are available on [T&C](#). For any reason if you wish to discontinue with our services, please send us an email on [cancellations@socialcircle.marketing](mailto:cancellations@socialcircle.marketing) within 30 days to cancel your subscription.

Best Wishes,

Social Circle Marketing  
Client Success Team  
[Social Circle Marketing](#)

[www.socialcircle.marketing](http://www.socialcircle.marketing)

## Terms & Conditions

When a customer, generally a small business, which may be an LLC, corporation, partnership, or sole proprietorship, agrees to service from Social Circle the following Terms and Conditions apply:

- 1. Charges:** Charges consist of an initial fee followed by a recurring monthly charge. At sign up, only the initial fee is charged. Recurring amounts are billed monthly, rate plans vary depending upon the services included. All existing customers regardless of rate plan are paying for a month to month subscription with no contracted or required term.
- 2. Authorization & Approval :** The customer agrees to provide Social Circle with all required credentials, verification and authorization to deploy and promote their business Facebook application on behalf of the customer. The customer also agrees to be responsive to Social Circle requests in a reasonable period of time, and acknowledges if they are not, it may affect performance of such products. Social Circle will make reasonable effort to follow up with the customer and send reminders however Social Circle will not be responsible for any delays caused in delivering or promoting the Facebook Application to the customer. Social Circle will only proceed after approval from the customer and not be liable for any delays caused.
- 3. Agreement Term, Cancellation and Refunds:** Customers have agreed to the term of the agreement for the rate plan which they select. Social Circle will not issue refunds for services already rendered, but exceptions may be made on a case-by-case basis. When requesting a refund, the customer must contact Customer Service at [cancellations@socialcircle.marketing](mailto:cancellations@socialcircle.marketing) (mailto:[cancellations@socialcircle.marketing](mailto:cancellations@socialcircle.marketing)) and each case will be reviewed. Refunds are not guaranteed and if one is granted, it will only be granted on a prorated basis. Social Circle cannot and does not guarantee a return of investment (ROI).
- 4. No Liability:** Social Circle, its suppliers, affiliates, officers, directors, employees, subsidiaries, and assigns, shall not be liable for any damages whatsoever, including, without limitation, direct or indirect damages for loss of business profit, personal injuries, business interruptions, state licensing requirements, city ordinances, business information loss, or any other loss resulting from the use or inability to use Social Circle's products. The maximum liability shall be limited to the amount actually paid for the services provided.
- 5. Indemnity:** Customer shall indemnify and hold Social Circle, its successors, suppliers, affiliates, officers, directors, employees, subsidiaries, and assigns harmless from any liability or loss resulting from any judgments or claims against Customer.
- 6. Customer Disclosure:** The customer agrees to inform Social Circle, in writing of any internet advertising campaigns it has performed or is performing prior to agreeing to service. Failure to disclose this information may compromise the services provided by Social Circle. Customer further agrees that they will only use Social Circle service for lawful purposes only.
- 7. Cancellation of Services:** If customer wishes to cancel their service, they must email at [cancellations@socialcircle.marketing](mailto:cancellations@socialcircle.marketing) (mailto:[cancellations@socialcircle.marketing](mailto:cancellations@socialcircle.marketing)) and request to Cancel the subscription before the next monthly recurring charge.
- 8. Respect of Intellectual Property:** The customer agrees to respect all trademarks, copyrights and any other intellectual property. Customer certifies it owns or has permission to use any image uploaded or otherwise provided to Social Circle.
- 9. Terms and Conditions:** Social Circle may change its terms and conditions without prior notice, at its sole discretion. To document your terms and conditions for your service, we recommend that you print these terms and conditions and store them in a file or electronically.
- 10. Authority to Sign:** The person agreeing to service on behalf of the customer hereby represents and warrants that he or she has the authority, and ability, to act on behalf of the customer.