

To: **Your Company Name (“client”**

From: **CHRIS SEWELL DIGITAL MEDIA, LLC (a New York State Limited Liability Company)**

Thank you for subscribing to our Email List Management Services! At **CHRIS SEWELL DIGITAL MEDIA, LLC** (“independent contractor”), we are excited to work with you (“client”). Please fill out the form below & read the following info so we can get started as soon as possible!

1. LOGIN INFO:

Please provide any necessary password info below including the link, username, and password. Usually this is just the password for your ESP (Email Service Provider), but it could be other things, too, if necessary.

If you choose to create a user account for us, or use a service like LastPass, please send access to **Your Email** and specify this below.

Your Email Service provider:

Login Link: _____

Username: _____

Password: _____

Additional Info (if necessary): _____

Your domain hosting provider:

Login Link: _____

Username: _____

Password: _____

Additional Info (if necessary): _____

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2. SCOPE AND RESPONSIBILITIES

The service we perform for you will include:

- **List out bullet points of what we will do**
- **List out bullet points of what we will do**
- **List out bullet points of what we will do**
- **List out bullet points of what we will do**
- **List out bullet points of what we will do**
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We will do all of this for you, including application of strategy for maximum success. All we ask is that you simply cooperate with us to provide any reasonable info or help, such as the logins from step #1 or answering simple questions we may have in the process. Setting up any other tech and/or tasks that are outside the reasonable scope of email is your responsibility.

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3. OUR FEE, AGREEMENT, & REFUND POLICY

The fee for this service is the following:

- **List out our fees/bonuses & specify timeframes & refund policies**

If “client” wishes to terminate the agreement, “client” must inform support@chrissewelldigitalmedia.com via email no later than 14 days before the end of the 30 day period.

If **CHRIS SEWELL DIGITAL MEDIA** wishes to terminate the agreement, **CHRIS SEWELL DIGITAL MEDIA** must inform “client” via email no later than 14 days before the end of the 30 day period. **CHRIS SEWELL DIGITAL MEDIA** can terminate for any reason.

In the event of termination, remaining payments must still be made according to the agreement above.

As with most agreements, we require that you do not hire any of our team members for six (6) months past the effective date of working together.

We're really good at email & compliance, and everything we do will have the integrity & safety of your business in mind. However, we won't be held liable or responsible in any way in the event that your email account(s), Email Service Provider account(s), domains, or anything else we sign into or use becomes restricted, disabled, or loses privileges of any type. Any loss of account(s) or privileges are your responsibility. We're also not liable or responsible in any way for other lawsuits or penalties that may arise from your products, services, emails, marketing, or general business practices.

You are responsible for verifying accuracy of any claims in your emails as any work we do is not guaranteed to be error-free.

The parties represent and warrant that their disclosure and delivery of any information, documents, and other materials, to "Independent Contractor" and use thereof, as contemplated by this Agreement, will not knowingly infringe or violate any proprietary right of any third-party, including, without limitation, any copyright, known patent or trade secret right. "Client" shall comply with all laws and regulations as they relate to the Services and Deliverables.

Any & all legal matters, disputes, or lawsuits will be decided in **NEW YORK STATE**.

If you have any questions, comments, or concerns, before, during, or after the service is completed, you agree to email support@chrissewelldigitalmedia.com so we are aware & can help you. You must inform us of any issues within 7 days of noticing a problem in order for us to resolve any issues at no additional cost.

4. NON-DISCLOSURE AGREEMENT

“Client” agrees NOT to share information, processes, or trade secrets with other people or businesses. “Client” can ONLY use the custom code & processes used by “Independent Contractor” for “Client’s” business.

CHRIS SEWELL DIGITAL MEDIA agrees to not share any confidential information that is discovered during the period of working together unless given written permission.

In our future marketing, we may mention that we have worked with you and reference results such as open rates, but will not mention specific revenue numbers or confidential information without written permission.

Emails will be owned by the “client” but **CHRIS SEWELL DIGITAL MEDIA** may share them or use them as marketing examples while hiding identifiable information unless given written permission to share identifiable information.

We know this is a very serious matter but also want you to understand that we are very excited to work with you!

5. SIGNATURES

By signing below, you agree to what is laid out in this document & authorize **CHRIS SEWELL DIGITAL MEDIA** to sign into your account & begin work per this agreement.

Signed:

Christopher Sewell, its Managing Partner
CHRIS SEWELL DIGITAL MEDIA

Signature:

Date:

Signed:

Client's Name

Signature: _____

Date: _____