



Terms & Conditions of Client Engagement

Creative Marketing Group
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269-324-0040

Proposals are valid for 30 days unless otherwise specified. Proposals are provided for a customized project and when accepted by the customer, are not subject to cancellation unless by mutual consent. Proposals contain a description of client challenges, proposed solutions, and pricing for work to apply those solutions to meet the client challenges and resolve them. Prices presented are based upon the scope of the work as described in the project proposal. Should any aspect of the job or materials change at customer's request after acceptance of the proposal, then scope of work, and pricing in the original proposal is subject to change. Creative Marketing Group shall not be responsible for errors in text, plans, designs, specifications or drawings furnished by the customer or for defects caused thereby. Acceptance of a proposal may be made in writing, digital signature, or simply by payment to Creative Marketing Group for the amount required in such proposal. Client agrees to all terms and conditions in this document through acceptance of any proposal, or payment to Creative Marketing Group for any service at any time.

Creative Marketing Group shall not be liable to customer, or any other 3rd party, for direct, indirect, incidental, consequential, special, or exemplary damages (even if Creative Marketing Group has been advised of the possibility of such damages), arising from breach of this contract, or from work provided to the customer such as, but not limited to, loss of revenue, additional costs, anticipated profits, lost business, any 3rd party cost arising from such damages.

Unless otherwise stated in writing, Creative Marketing Group requires a 50% deposit and a signed estimate/quotation prior to implementing any design or production of our services. One half (1/2), of the remaining balance will be due at 30 days time, and the remaining balance shall be due upon completion of the job, or at 60 days, whichever comes first. All payments shall be made by cash, check, or credit card. If customer terminates the agreement prior to completion of the project, customer agrees to pay the pro rata amount owed by customer for the project based on the percentage of completion.

Creative Marketing Group may set off any amounts customer owes Creative Marketing Group against any amounts Creative Marketing Group or its affiliates owe customer or its owners, whether under this project or any other agreement, upon mutually agreed upon terms by both parties.

In the event payment for this contract is not made as agreed, customer agrees to pay a service charge on all past due balances from the invoice date, at the rate of one and one half percent (1.5%) per month. In the event the contract is placed for collections or legal action, customer shall be responsible for reasonable costs and attorneys' fees, and agrees that jurisdiction for any legal action will be held in Kalamazoo County, Michigan.

Customer agrees that legal title to all products and services provided within this estimate shall not pass to the customer until such time as full payment for said services has been made to Creative Marketing Group. Should Creative Marketing Group not receive full payment, Creative Marketing Group reserves the right to repossess any, or all, of the items or materials provided, and may also discontinue any hosting or registration services at any time after the due date for payment. Customer further agrees that any and all costs associated with repossession will be the customer's responsibility.

Customer represents and warrants that (1) it owns all rights and title to the assets, such as: photographs, images, videos, data, collateral, illustrations, designs, and text or other content, or other materials that customer supplies to Creative Marketing Group, and (2) such materials stated in part (1) do not infringe on the copy rights, intellectual

property, privacy, publicity rights or other legal or moral rights of any third party. Customer grants Creative Marketing Group and its affiliates permission to use all assets photos, videos, or other digital reproductions of any products delivered or installed for the purpose of providing the customer with the products and services outlined in the proposal or contract.

Creative Marketing Group may engage subcontractors to provide the services and deliver the products. If a subcontractor is engaged, the subcontractor interaction is the sole relationship of Creative Marketing Group, and Creative Marketing Group will provide all materials, services, and payments to the subcontractor on behalf of the customer. The customer should not assume any interaction, relationship, or engage in any business with the subcontractor outside of any projects with Creative Marketing Group without express, written, consent of Creative Marketing Group. Creative Marketing Group does not provide a warranty, either express or implied, for the performance of any subcontractors. Notwithstanding the foregoing, Creative Marketing Group shall remain responsible for the satisfaction of its obligations hereunder.

If the project includes web hosting, whether hosted by Creative Marketing Group or a third party, Creative Marketing Group assumes no responsibility for any omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical or factual error, theft or destruction or unauthorized access to any websites due to hosting failures.

To the extent the project involves the creation and implementation of pay per click advertising, customer agrees not to collect any information from third parties that would constitute a protected class of information under federal, state or provincial privacy laws, including, but not limited to, financial information, information bearing on a consumer's credit-worthiness, health and medical information, and personally identifiable information of children under the age of thirteen. However, if customer for any reason collects such protected information in violation of the foregoing sentence, customer must comply with all applicable federal, state or provincial privacy laws regarding the use and disclosure of such information. Customer and its owners, on behalf of themselves and their current and former affiliated entities, successors, heirs, executors, administrators, representatives, agents, assigns, owners, directors, officers, principals and employees (the "Customer Group") hereby agrees to indemnify and hold Creative Marketing Group and its current and former affiliates, predecessors, owners, directors, officers, agents, representatives and their respective heirs, administrators, successors and assigns (the "Creative Marketing Group Parties") harmless against, and agrees to reimburse them for any loss, liability, expenses or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation, hardship of employees or owners, lost goodwill with other clients, damages to public or private reputation, travel and living expenses, which any member of the Creative Marketing Group Parties may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to any information collected or distributed by or on behalf of the Customer Group, and/or any violation of the Customer Group of any state or federal privacy laws.

Without limiting any other remedy that Creative Marketing Group may have, customer agrees to indemnify and hold Creative Marketing Group harmless from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by Creative Marketing Group resulting from any fraudulent misrepresentation, false advertising, libel, violation of publicity/privacy rights or similar claims in connection with the assets and content or other materials provided by customer to Creative Marketing Group.

If the project requires Creative Marketing Group to send electronic mails, customer agrees to advise Creative Marketing Group in writing of any recipient who desire to unsubscribe from receiving electronic mails. Customer also acknowledges and agrees that, to the extent required by law, customer will obtain the required consent from each recipient of electronic mails prior to delivery of the electronic mail addresses for such recipient.

This contract and the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan, U.S.A. If any legal action, arbitration, mediation, or other proceeding is brought to interpret or enforce the terms of this contract, each party agrees to submit to the exclusive jurisdiction and venue of the courts, state and federal, located in or nearest to Kalamazoo County, Michigan, U.S.A. If any legal action, arbitration, mediation, or other proceeding is brought to interpret or enforce the terms of this Agreement, the prevailing party shall recover reasonable attorneys' fees and any other costs incurred in that proceeding, in addition to any other relief to which it is entitled.

No waiver of any term or condition hereof shall be effective unless in writing and signed by the authorized representative of the party against whom such waiver is asserted. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.

If any provision of these terms and conditions is held invalid, such invalidity shall not affect the applicability and validity of the remaining provisions. The scope of work and these terms and conditions are the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior agreements and/or understandings, whether written or oral. This contract shall not be modified except by a written agreement dated subsequent hereto signed on behalf of each party by their duly authorized representatives.

ADDITIONAL NOTES

Software

WordPress is an online open source website creation tool written in PHP. Where stated, open source WordPress software may be used for development and content management of your website.

Website Hosting

Hosting begins the day the site construction begins, not when it goes live.

Hosting is paid annually and will be billed the month ahead of renewal.

Hosting fees overdue 15 days will have a late charge of 1.5% added and the site login will be disabled

Hosting fees 30 days' overdue will result in site suspension until payment is made.

Hosting fees 60 days' overdue will be considered abandoned and will result in site removal from the server.

Reinstating a website after removal will require a \$250.00 service fee, plus any additional service fees to properly re-install the website on the current version of the same content management system as the original site, to restore it to proper working order. Original hosting fees, and late charges will be applicable as well.

Domain Name & Registrations

Domain registration can be done by you, the client, or Creative Marketing Group can assume that task for you.

You may use any domain registrar you desire, and if registered by you, the customer, it becomes solely your responsibility to maintain.

Optionally Creative Marketing Group can assume the task of keeping your domain registration current. The cost is \$25 per year (\$45 for 2 years) and handles all aspects of the domain name registration for you and you will be billed when due.

Domain Transfers can be performed for any domain managed by Creative Marketing Group to the customer directly, or another 3rd party, with express written consent, and full legal name, address, phone number and email address for that party, by the customer, for a fee of \$50. Requests to transfer domain must be received in writing, and agreed upon by Creative Marketing Group before transfers are completed. Customer must have no current balances owed to Creative Marketing Group at the time of transfer.

Payment Information

All web customers who provide a credit card to Creative Marketing Group to keep on file for any, and all charges in regards to their website may be charged for domain renewals, hosting, monthly SEO, SEM, SMM, or local listing fees automatically to that credit card, and a copy of the paid invoice will be provided via email or mail. Customer authorizes Creative Marketing Group to make these charges without reservation.

Custom payment options are available with approved credit application, and approved terms.

Creative Marketing Group customer's initial payment equals to 50% of the project total cost to start the project, including hosting, domain registrations, and any other marketing services.

If the project is not completed in 30 days, 50% of remaining balance is due

If the project is not completed in 60 days, full payment is due unless the project is delayed by Creative Marketing Group and not waiting on client information

Full balance is due when site is ready to go live, or on terms as agreed upon prior to final invoicing.

If the site goes live before final payment, it will be considered “live pending payment” for 15 days. After 15 days, the site will go suspended pending payment” of the balance due.

If a project is on hold due to customer inaction for 90 days, the project will be considered abandoned and fees will be applied to start the project again.

Modules

Modules are applications that run inside your website for the purpose of completing tasks without writing code from scratch.

Modules can perform tasks such as rotating images, running calendars, collecting data (forms), or any number of other tasks.

Custom Modules may be written by Creative Marketing Group or a subcontractor, and all terms and conditions of the website in this agreement for the primary website, its portals, any subcontractor work, or other information installed or created is considered property of Creative Marketing Group, and is considered licensed to the customer for use.

Additional costs for Module Licensing, Installation, or Custom Module Programming, outlined in this proposal, are considered part of the project cost.

Commonly Used Browsers *(Updated 2/2017)*

Desktop: Chrome 58%, Internet Explorer 19.17% Firefox 11.68% Microsoft Edge 5.5%, Safari 3.4%

Mobile/Tablet: Chrome 55.2%, Safari 29.8%, Android 7.16%, Internet Explorer 1.02%

E-commerce Items

E-commerce solutions are considered any web software that provides information on a product or service that can be sold to the general public, or commercial clients, online, for a price, where a product or service is delivered after immediate purchase of that item or service on the customer’s website.

All necessary extensions for the content management system will be purchased and maintained by Creative Marketing Group

All items, item information, pricing, terms and conditions of service, and delivery of those items or services are the sole responsibility of the customer, and the customer agrees to hold harmless, Creative Marketing Group, for and from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys’ fees and costs, incurred by Creative Marketing Group resulting from any fraudulent misrepresentation, false advertising, libel, violation of publicity/privacy rights or similar claims in connection with the assets and content or other materials provided by customer to Creative Marketing Group.

Design and consulting services will be provided on an hourly basis in the amount written in ‘fees section’, and all items and services handled, and published by Creative Marketing Group are at the request of the client, with client review, and approval assumed as of the time of submission of information to Creative Marketing Group for publishing.

Services not listed in the ‘fees section’ should be considered as additional and outside of the scope of this proposal.

SSL Certificates

SSL (Secure Socket Layer) Certificates are small data files that digitally bind a cryptographic key to an organization’s details. When installed on a web server, it activates the padlock and the “https://” protocol and allows secure connections from a web server to a browser.

This is important because the information you send on the Internet is passed from computer to computer to get to the destination server. Any computer in between you and the server can see your credit card numbers, usernames and passwords, and other sensitive information if it is not encrypted with an SSL certificate.

SSL Certificates can be purchased and installed at any time, and quotes for this service can be provided upon request from the customer.

ADA Compliance

We can ensure your content can be accessed by everyone and comply with the Americans with Disabilities Act requirements. All verification of ADA compliance is the sole responsibility of the customer to insure that the

information on their site is compliant, once Creative Marketing Group completes the work requested. The Customer agrees to hold Creative Marketing Group harmless from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by Creative Marketing Group resulting from any fraudulent misrepresentation, false advertising, libel, violation of publicity/privacy rights or similar claims in connection with the assets and content or other materials provided by customer to Creative Marketing Group.

Release From Content And Copyright Liability

Direct infringement occurs when an infringer copies a copyrighted work. Direct liability is a strict liability offense, and thus does not require the infringer to know he or she is infringing.

If direct infringement occurs, Creative Marketing Group will not be held liable if a user posts a copyrighted work that is subsequently downloaded or viewed by others.

Contributory infringement occurs when a party knows of an infringing activity and substantially participates in that activity.

If contributory infringement occurs, Creative Marketing Group will not be held liable.

Customer agrees to follow all applicable State & Federal laws in relation to content and copyright infringement.

Hacking Disclaimer

Creative Marketing Group is not held responsible for any hacked/compromised websites. A site that has been compromised may be taken offline immediately until the website has been secured and cleaned of any hacks/viruses.

It is the customer's responsibility to make sure their website does not get hacked; similarly it is the customer's responsibility to make sure that any costs needed to make the website safe again will be chargeable to them.

Creative Marketing Group which is a d/b/a name under Kaufman Enterprises, Inc.,(a Michigan Corporation) is Fully Bonded and Insured.