



**From:**

Creative Call

17515 Spring Cypress Rd.,  
STE C #226

Cypress, Texas 77429

For Support:

contact@creativecallmarketing.com or call  
(832) 835-1124

Quote Number

QUO-1057

Quote Date

May 29, 2024

Valid Until

June 12, 2024

<b>Total</b>	<b>\$950.00</b>
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**To:**

Tech Fest Live

<https://techfestlive.com>

khalil@techfestlive.com



**PROJECT BACKGROUND**

Khalil Vinson of Tech Fest Live seeks the re-design of the event website, <https://techfestlive.com> , to be more a more corporate friendly site for his sponsors and funders, while still being a modern representation of the latest technologies as well as representative of the youth his organization serves.



**GOAL**

Mr. Vinson is looking to have a more appealing site for corporate sponsors corporate sponsors and donors. He would also prefer to not have to use a third party site to take payments, but use TechFestLive.com to provide all the info visitors need, as well as take payments.



## PROJECT PROCEDURE

### **Phase I - Website Design Strategy and Research:**

During this phase, Creative Call Marketing will come up with 3 to 4 completely different site design concepts. We will utilize InDesign/Photoshop software to model 3 to 4 design concepts, as needed, to provide the client with the best overall design possible. All designs will be responsive to maximize the user's experience on mobile devices. Then you'll be invited to an online meeting where we will explore each of them with you. At that point, we'll decide which direction to go in, make any final adjustments, and look to have that signed off by **3 days after the quote is approved.**

### **Phase II Website Development**

Integral to the success of <https://techfestlive.com> will be the design process and creating a professional face for the redesigned site. The site must be dynamic, futuristic, and friendly. It will demonstrate academic and techy qualities in a way that is entertaining and easy for the user to access and navigate. To that end, Creative Call Marketing will work closely with the client to create a design that meets with his approval. Certain key design features will be built into the overall design, and each will need to be approved by the client before the final design is accepted. Those features are:

- **Navigation:** It is particularly essential to create a navigational system that is available on every page, maintains the overall feel of the site while making the site intuitive and easy to locate data and information.
- **Colors:** The design will be built around a coordinated color palette that will provide a high-tech and engaging look as determined by Mr. Vinson



while maintaining the cohesiveness of the website.

- **Fonts:** The fonts' family, size, and color combinations to maintain a professional and cohesive feel.
- **Images:** Photos, graphics, and individual photos will be submitted by the client and may be modified in the appropriate software to meet the overall design requirements of the site. All photos/graphics must be supplied by Mr. Vinson or stock photos without copyright protection can be used.
- **Layout:** The design must take into account the content that will appear on the site to ensure its seamless look and feel and readability. Certain elements will need to be highlighted more so than others, so Creative Call Marketing will work with the client to determine what the best layout should be.
- **Overall:** Once all the elements are pulled together, the client will determine if the design meets his needs.

**21 days after the quote is approved. Phase III Site Test, Training, and Launch**

Creative Call Marketing will test the page template type for functionality, accessibility, and browser compatibility for all text and graphics.

The site owner, Mr. Vinson will be provided with at least 1 hour of hands-on training to make sure he can access, delete, add and modify content to the site. Mr. Vinson will be provided access to the final site and all documentation for review, testing, and approval. **30 days after the quote is approved.**



## **PROJECT TIMELINE**



This schedule shows the significant tasks that will need to be completed during the life of the project. Individual tasks may be added, deleted, or moved as required to meet the demands of the design. The times listed below are estimates. The final project scope and timeline will be communicated following the project agreement.

### **Phase I: Strategy & Concept Development**

Project launch	Friday, Jun 7
Begin work on the site design with the client	Friday, Jun 7
Any Content / Images (photos/logos/etc.) delivered to Creative Call Marketing	Friday, Jun 7
Creative brief delivered to Mr. Vinson - 3-4 Design themes	Tuesday, Jun 11
The design concept is chosen by Mr. Vinson (with comments)	Thursday, Jun 13
Final design submission and Mr. Vinson gives approval	Thursday, Jun 13

### **Phase II: Web Site Design & Development**

Theme Installation and/or Creation	Mon, June 17
Site Customization & Configuration Begins	Mon, June 17
Site Redesign Complete	Mon, July 1
Final Redesign approved by Mr. Vinson	Tue, July 2

### **Phase III: Production Management & Implementation**

Beta testing of the website begins	Fri, July 5
Final site launches	Tue, July 9
Website Training for client	Tue, July 9



### ***YOUR INVESTMENT***

It's important to realize that the website for your company/brand is a substantial investment. But it's an investment with **big** rewards: the 'X factor' of a fresh, engaging website is what many companies need to progress to the next level.



## **OUR GUARANTEE TO YOU**

You have the right to terminate this agreement if we fail to complete the website within **30** days of the signing of this agreement or if illness, injury, or an event beyond our control causes a delay of more than **30** days from the agreed delivery date. If terminated due to failure to complete the website, we will return the full deposited amount to create the website design.



## **LET'S GET STARTED**

If you would like to join us and become a client, then we would be delighted to have you aboard.

### **NEXT STEPS :**

1. Approve the quote and pay the invoiced amount.
2. We'll arrange the [Discovery Online Meeting](#).
3. You'll receive login details to your client area to view and approve mockups.

Hrs/Qty	Service	Rate/Price	Adjust	Sub Total
2	Website Design Strategy Consultation <input type="checkbox"/> Includes project research, development & management <input type="checkbox"/> Includes research and mockup of 3 or 4 design themes <input type="checkbox"/> Includes .5 hours of discovery call consult <input type="checkbox"/> Includes .5 hours of review and revision consult	\$75.00	0%	\$150.00



Hrs/Qty	Service	Rate/Price	Adjust	Sub Total
10	<b>Website Advanced Editing &amp; Customization</b> <input type="checkbox"/> Includes theme installation <input type="checkbox"/> Includes theme customization <input type="checkbox"/> Includes plugin research <input type="checkbox"/> Includes plugin development and/or installations <input type="checkbox"/> Includes plugin customization <input type="checkbox"/> Includes custom coding <input type="checkbox"/> Includes SSL configuration <input type="checkbox"/> Includes content creation <input type="checkbox"/> Includes payment gateway configuration <input type="checkbox"/> Includes 1 hour of review and revision consult	\$75.00	0%	\$750.00
2	<b>Website Design Training, Testing &amp; Launch</b> <input type="checkbox"/> Includes preparation of training, testing, and documentation materials <input type="checkbox"/> Includes .5 hours of website training and overview consult	\$75.00	0%	\$150.00
3	<b>Revisions</b> <input type="checkbox"/> Up to 3 Revisions are included with the package	\$0.00	0%	\$0.00
1	<b>Client Discount</b> Creative Call Current Client Discount	\$-100.00	0.00%	\$-100.00
Sub Total				\$950.00
Tax				\$86.63
Discount				<b>-\$86.63</b>
<b>Total</b>				<b>\$950.00</b>

**POLICIES AND TERMS OF SERVICE**

Creative Call Marketing, LLC Terms of Service & Policies

**PRIVACY POLICY**

Thanks for choosing [Creative Call Marketing](http://Creative Call Marketing) | [contact@creativecallmarketing.com](mailto:contact@creativecallmarketing.com)



Creative Call Marketing, LLC will never share your information with third parties unless required to do so by law or requested by you. The information collected will be used to maintain services with Creative Call Marketing, LLC and to represent the quality of our work to others, such as in Creative Call Marketing, LLC online portfolio. You can read more about our privacy policy by clicking [here](#).

### **BUSINESS HOURS**

Creative Call Marketing, LLC business hours are Monday, Tuesday, Thursday, Friday & Saturday, 9:30am – 4:30pm, and closed all major holidays. We are available outside of business hours by appointment only. We respond to all phone or email requests within two business days. We respond to all emergencies (i.e. your website is down, etc) within 24 hours or less. Note: If responding to a website (or another project) emergency after business hours (this includes weekends), our “after hours” hourly rate will apply. “After hours” times are considered to be before 9:00 am, after 5:00 pm, and Sundays, Wednesdays, or holidays.

### **HOURLY RATE**

The majority of our projects are based on one flat rate. However, clients will be billed at our hourly rate for any work performed outside of the original project scope or if needing a response after business hours (this includes the weekend). Our “After Hours” rate is 2x the hourly rate outlined in the contract.

### **OWNERSHIP OF WEBSITE DESIGN BY CREATIVE CALL MARKETING, LLC OR ITS SUBCONTRACTORS**

Upon completion of custom website design and full payment of web design and development fees, the client is the owner of the commissioned website. The client may continue to use the commissioned website to promote the client’s company or organization regardless of whether he/she chooses to continue further services with Creative Call Marketing, LLC. The client does not have the right to resell the design or development to other companies. The client does have the right to add pages onto the existing site or have another company add pages onto the existing site using the commissioned website design/development. The client does not have permission to reuse pieces of our work in a redesigned website that gives another company design credit.

### **OWNERSHIP OF MOBILE APPLICATION, GRAPHIC DESIGN, AND ANYTHING ELSE CREATED OR DESIGNED BY CREATIVE CALL MARKETING, LLC OR ITS SUBCONTRACTORS**



Upon completion of the commissioned project and full payment of project fees, the client is the owner of the commissioned material such as mobile application, graphic design, photography, video, etc. The client may continue to use the commissioned material to promote the client's company or organization regardless of whether he/she chooses to continue further services with Creative Call Marketing, LLC. The client does not have the right to resell the design or development to other companies or give another company credit for our work.

### **OWNERSHIP OF WEBSITE DOMAIN NAME**

Website domain names are leased from domain name registration companies. When Creative Call Marketing, LLC registers a domain name for a client, that registration will be made in the client's name (unless the website is being hosted by Creative Call Marketing, LLC). Upon full payment of any outstanding fees, the client has the right to use that domain name regardless of whether he/she chooses to continue further services with Creative Call Marketing, LLC. Domain name renewal and renewal fees are 100% the responsibility of the client. If the client chooses to have Creative Call Marketing, LLC renew the domain name on behalf of the client, an additional service fee may apply. Additionally, when Creative Call Marketing, LLC registers or renews a domain name on the client's behalf, the purchase of domain privacy protection is required. If the client wishes to transfer domain names from Creative Call Marketing, LLC to a registrar of their choice, a 30-day written notice is required, and it must be received 60-days prior to domain name expiration. Clients are advised to closely monitor the renewal date of a registered domain name and to verify that the renewal of said domain name has been completed. Creative Call Marketing, LLC cannot be responsible for expired domain names.

### **OWNERSHIP AND COPYRIGHT**

All text and photos used as content in a commissioned website must be provided by the client (unless the client has hired Creative Call Marketing, LLC for content development). The client must have an ownership or written permission to use all content he/she provides for use. It is up to each client to ensure his/her design and/or content does not infringe on any trademark, service mark, or copyright. Creative Call Marketing, LLC cannot be and is not responsible for intellectual property infringements on behalf of clients. Also, Creative Call Marketing, LLC cannot be and is not responsible for submitted content. Clients should not mail irreplaceable photos or documents or send content that must be returned. Creative Call Marketing, LLC will own any intellectual property rights developed prior to, or developed separately from the client project and not paid for by the client. Creative Call Marketing, LLC will own the unique combination of these elements that constitutes a complete design, and Creative Call Marketing, LLC will license



its use to clients, exclusively and in perpetuity for specific projects only, unless Creative Call Marketing, LLC agrees otherwise.

### **PROJECT INITIATION**

The initiation of a web design or development project requires a signed or electronically submitted signed project Contract, payment of half of the initial web design/development fees (or payment in full if the entire project is \$1,000 or less), plus the client logo and/or any other web content that is required to be used in the design (web content is the textual, visual or auditory content that is encountered as part of the user experience on websites).

### **DEVELOPMENT AND DELIVERY**

Creative Call Marketing, LLC understands the importance of completing projects in a timely manner. We agree to complete the web design project within the allotted time outlined in the contract. If the client does not supply Creative Call Marketing, LLC with the complete text, graphic content, and other requested materials within 60 days of contract signing, the contract becomes void and no refund will be issued.

### **NON-COMMUNICATION**

If we are unable to communicate with a client on a project for a duration of at least sixty days (60) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued. The client will also be billed for any charges previously unpaid.

### **PROJECT TIMELINESS REQUIREMENTS FOR CLIENTS**

Projects can be hindered if the client does not provide feedback or required elements in a timely manner, such as feedback on a design mockup, requested sitemaps, text to be used as content on the web pages, images for either the design or for the content, the client's logo, appropriate account login information, etc. For that reason, if Creative Call Marketing, LLC is waiting for content or other pieces of information, the client will be notified. If the client fails to handle the requests within ten business days, then Creative Call Marketing, LLC will take any or all of the following steps to keep the project moving forward in a timely manner:

**MOCKUP FEEDBACK** – If the client does not give feedback on the design mockup within ten business days, by default, the mockup is approved. Later, if the client wishes to change the design, additional charges may apply.



**SITEMAPS OR PAGE NAMES** – If the client fails to provide the requested list of web pages within ten business days, by default, Creative Call Marketing, LLC will assign page names. If the client later wishes to change these page names, additional charges may apply.

**CLIENT LOGO** – If the client fails to provide a copy of an existing logo within ten business days, a substitute logo or company name graphic may be used. If the client later wishes to change the substitute logo or company name graphic, additional charges may apply.

**PHOTO TO USE IN DESIGN** – If the client has requested the design include a particular photo, and the client fails to provide the required photo within ten business days, a substitute photo may be used. If the client later wishes to change the substitute photo additional charges may apply.

**TEXT AND OPTIONAL IMAGES FOR WEB PAGES** – Unless a Creative Call Marketing, LLC writer has been hired to write content, it is the client’s responsibility to provide content for all pages in the website. If the client provides all text (and optional photos) within ten business days, then Creative Call Marketing, LLC will add that content to the website. If the client fails to provide content for those pages within ten business days, then Creative Call Marketing, LLC will complete those pages with simple placeholder text such as, “ABC Client offers many XYZ Services. For more information, please contact ABC Client.” The client will have the ability to add more complete content later using the content management system (CMS), if applicable.

**OTHER ELEMENTS OR ADMINISTRATIVE DUTIES** – There may be other elements required such as passwords for existing domain names, etc. Regardless of what element may be required, if the client cannot or will not provide the required element or information within ten business days, Creative Call Marketing, LLC reserves the right to make substitutions, leave elements out, or take other actions in order to complete the project.

**ANY OTHER DELAYS** – If more than 60 days have passed and there has been no communication from the client, Creative Call Marketing, LLC will consider the project complete in its entirety and bill for the completed project.

### **HOW CONTENT MAY BE SUBMITTED**

All content must be submitted electronically via email (contact us for the correct email address).

Text must be selectable as actual text rather than as flattened images. Both text and photos/graphics must be clearly labeled with the name of the page on which it will be displayed.

Content may not be submitted via fax or paper copies. Exceptions to this policy must be approved in advance and may incur a surcharge.



## **HOW REVISIONS TO A WEBSITE DESIGN ARE HANDLED**

Creative Call Marketing, LLC will either create a design mockup or present a rough draft of the website for Client approval. The web design mockup describes the look a commissioned web design project will achieve. Design preferences, such as the look of the site, the color scheme, the functionality, etc., should be specified at that time, prior to approval and commencement of any online development or further online development. If the client changes his/her mind after the completion of the work, adjustments will be made by the hourly rate outlined in the contract.

## **DESIGNS FOR SUBPAGES**

Unless otherwise specified in the design contract, subpages of any website will use the same design as the home page. Mockups are not provided for subpages. Formatting requests for subpages will be considered but will not be guaranteed. If the client requires specific looks or formatting for subpages, this request should be made at the time of the initial contract and may incur additional fees.

## **WEBSITE COMPATIBILITY**

Creative Call Marketing, LLC can only guarantee website compatibility with the most recent version of browsers (browsers include Internet Explorer, Mozilla Firefox, Safari, and Chrome). We do not provide any website compatibility support for outdated browsers.

Please note browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

## **WEBSITE SUPPORT**

Once final payment is made on the website, and the website has been handed over to the client (including applicable passwords and website login information), we only provide limited tech support for up to three business days. We do advise clients to contact us before making any significant changes to the website. These changes include, but are not limited to: updating website template version, updating website plugins, updating FTP files, modifying any settings in website or c-Panel of hosting account, updating payment gateway settings, and changing database settings. Creative Call Marketing, LLC is not responsible and cannot be held accountable for any website revisions performed by client that negatively impacts the website design, security, performance, or SEO.



## **HOW WEBSITE UPDATE REQUESTS/MAINTENANCE REQUESTS ARE HANDLED**

Clients on a Creative Call Marketing, LLC web maintenance plan receive a reduced hourly rate for website maintenance performed. Website update requests may be sent via email (contact us for the correct email address). Routine maintenance that fits into the allotted time specified in the client's maintenance plan is typically completed in three to four business days. If a client on a website maintenance plan requests more than the scheduled amount of maintenance, he/she will be given a quote and, if approved, the additional work will be completed and the turnaround time will be based on the current workload. Clients who are not on a Creative Call Marketing, LLC maintenance plan may request website updates at the full hourly rate and the turnaround time will be based on the current workload. Monthly maintenance plan fees are separate from hosting fees and may be cancelled at any time.

## **LIMITED LIABILITY REGARDING WORDPRESS OPEN-SOURCE STATUS**

WordPress is an open-source software meaning we are not responsible for the development of its core files. While rare, it is entirely possible that bugs, security flaws, and compatibility issues - which are out of our control - may arise with future releases of WordPress.

## **PAYMENT POLICIES & PROJECT FEES**

One-half of the initial website design and development fee is due upon project initiation. Upon project completion, the remaining balance is due in full immediately. Depending on project size or timeline, a third or fourth payment midway through the project may be required.

NO PORTION OF THE INITIAL PAYMENT ("DEPOSIT") WILL BE REFUNDED UNLESS A WRITTEN APPLICATION IS MADE WITHIN 7 DAYS OF SIGNING THE CONTRACT. IF THIRD-PARTY SERVICES HAVE BEEN PURCHASED (SUCH AS WEBSITE HOSTING), THE CLIENT WILL STILL BE RESPONSIBLE FOR THIS COST. THE CLIENT IS ALSO FINANCIALLY RESPONSIBLE FOR ANY WORK DONE DURING THIS 7-DAY PERIOD.

AFTER 7 DAYS, IF THE CLIENT DECIDES TO CANCEL THE PROJECT, AND APPLY FUNDS TO A NEW PROJECT, A \$250 ADMINISTRATIVE FEE WILL APPLY PLUS THE CLIENT WILL BE RESPONSIBLE FOR THE COST OF ANY WORK ALREADY PERFORMED ON THE ORIGINAL PROJECT. IF THE CLIENT DOES NOT APPLY FUNDS TO A NEW PROJECT WITHIN 90 DAYS, THE REMAINING MONIES WILL BE FORFEITED.

**GOING LIVE** - Once the remaining balance is paid in full, the completed website will be moved from the staging server to the client's server so the website will go live.



**LATE FEES** - Final payment must be made on or before the due date (by default, within ten business days from the issued invoice date). Late Fees: After the due date, an additional 5% of the total outstanding balance will be added to the sum due for every 10 days of delinquency. Payment not received within 30 days of the due date will be considered a closed account, thus nullifying the work agreement, entitling the client to no Rights to said work(s), and no refunds. Balances that are not paid within 30 days will be reported to a credit bureau. Balances that are not paid within 60 days will be turned over to a collections agency.

**MONTHLY FEES** - Payment for monthly Maintenance is due by the first of each month of service. Creative Call Marketing, LLC charges a late fee of 5% of the total outstanding balance for invoices not paid by net 10. Delinquent accounts at net 45 are at risk of termination.

**OTHER FEES**- If the project exceeds the project timeline outlined in the contract by more than 35-days, the Client will be billed for an additional 25% or more of the remaining project cost depending on the specific circumstances and/or agreement in the Client contract. If the Client has not provided feedback within 35 days of submitting a draft of the website, another 10%-25% of the project cost will be due at that time. If the Client has not provided feedback within 35 days of submitting the final version of the website for approval, 100% of the remaining balance will be due, and any additional changes to the website (or commissioned project) will be done at the hourly rate outlined in the contract. A copy of the website (or project) files and the database will be sent to the Client after final payment.

**RETURNED CHECKS** - If a Client's check is returned from the bank for insufficient funds, we charge a \$25 administrative fee plus any applicable bank fees. If a Client's check is returned more than once for insufficient funds, we will no longer accept checks as a payment option.

**CREDIT OR DEBIT CARD** - All credit or debit card transactions have a service fee of up to 2.9% of the total charge.

### **BILLING ERRORS**

If a billing error is noticed, the client should immediately contact Creative Call Marketing, LLC. Refunds of overpayments will be made for up to a maximum of three months, so clients are urged to check billing statements regularly. Refunds of more than three months will not be processed. Additionally, Creative Call Marketing, LLC reserves the right to bill clients for accidental undercharges for a maximum of up to three months.

### **LICENSE OF RIGHTS/COPYRIGHT**



Subject to Designer's portfolio rights below, Designer grants to the Client the exclusive, perpetual, and worldwide rights to reproduce, display, distribute, and create derivative works based on, the selected final design in all media. All preliminary, unused, and in-progress artwork remains the property of the Designer, and no rights to use such preliminary works are granted hereunder. Under U.S. Copyright law, the Designer retains all copyright in and to the preliminary works and the final design.

### **PORTFOLIO RIGHTS**

Designer retains the nonexclusive, perpetual and worldwide right to display, reproduce and distribute the designs in Designer's portfolio and website, and third party trade publications or exhibits, solely for the purpose of promoting or exemplifying Designer's work, and the right to be credited with copyright ownership and authorship of the designs in connection with such use.

### **SEARCH ENGINE OPTIMIZATION**

Fee(s) must be received prior to the start of any SEO Services.

NO PORTION OF THE INITIAL PAYMENT WILL BE REFUNDED UNLESS A WRITTEN APPLICATION IS MADE WITHIN 7 DAYS OF SIGNING THE CONTRACT. IF THIRD-PARTY SERVICES HAVE BEEN PURCHASED, THE CLIENT WILL STILL BE RESPONSIBLE FOR THIS COST. THE CLIENT IS ALSO FINANCIALLY RESPONSIBLE FOR ANY WORK DONE DURING THIS 7-DAY PERIOD.

AFTER 7 DAYS, IF CLIENT DECIDES TO CANCEL PROJECT, AND APPLY FUNDS TO A NEW PROJECT, A \$250 ADMINISTRATIVE FEE WILL APPLY PLUS THE CLIENT WILL BE RESPONSIBLE FOR THE COST OF ANY WORK ALREADY PERFORMED ON ORIGINAL PROJECT. IF THE CLIENT DOES NOT APPLY FUNDS TO A NEW PROJECT WITHIN 90 DAYS, THE REMAINING MONIES WILL BE FORFEITED.

Creative Call Marketing, LLC has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Client site may be excluded from any directory at any time at the sole discretion of the search engine or directory.

When possible, we will resubmit those pages that have been dropped from the index (complimentary resubmission on our part expires 6 months after the project is complete).

Some search engines and directories may take as long as 1 to 6 months to list the Client site.

Creative Call Marketing, LLC is not responsible for Client overwriting SEO work done to the Client's site.



### **QUALITY GUARANTEE**

We take pride in offering high-quality services and professional customer service. While we make an effort to ensure every aspect of our service is to the client's liking, we cannot control every variable. It is up to each client to regularly test the functionality of his/her website and any other product or service to ensure everything works as desired. If any problem is discovered or an error has been made, please report the problem to us immediately so we may take appropriate action. We cannot be and are not responsible for any perceived loss of revenue under any circumstances. Changes resulting from a client's error and/or problems related to third-party vendors or technology, such as hosting servers or browser software may result in additional charges.

After the project is complete, Creative Call Marketing, LLC is not responsible for any edits, updates, or changes performed by the client or someone on the client's behalf that inadvertently negatively impacts the website, design collateral, or anything else originally designed or created by LAUNCH.

### **THIRD-PARTY VENDORS**

Third-party vendors may have separate terms of service agreements. Creative Call Marketing, LLC cannot be held liable for disputes with third-party vendors, regardless of whether or not the service is part of a reseller agreement or referral. Creative Call Marketing, LLC cannot be held responsible for the lack of functionality or any other aspect of third-party services.

### **TERMINATION OF SERVICES**

Either party may terminate the contract at any time through written request. If the client changes his/her mind about doing work with Creative Call Marketing, LLC during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed. Depending on the amount of work completed at the time of cancellation, this may mean owing additional fees. In order to protect clients from unintentional service interruption, clients wishing to terminate any services must request the service termination in writing.

### **LIABILITY**

Services purchased from Creative Call Marketing, LLC are provided "as is" without warranty of any kind that the web design project will be uninterrupted or error-free. In no event shall Creative Call Marketing, LLC be liable to the client for any direct, indirect, special, punitive,



incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design is with the client.

### **INDEMNIFICATION**

If signing a contract with Creative Call Marketing, LLC, the Client agrees to indemnify, save and hold harmless Creative Call Marketing, LLC from any and all damages, losses, lawsuits, expenses, or costs that might arise as a result of the claim or action by a third party. This includes any action that involves hacking or other malicious activity by a third party resulting in damage to a client's website, mobile application, reputation, goodwill, or revenue.

### **COMPLIANCE WITH LAWS**

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

### **DISPUTE RESOLUTION**

If a dispute arises from or relates to a contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties-Client and Creative Call Marketing, LLC- agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### **ATTORNEY'S FEES**

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

### **SEVERABILITY**



If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

### **REFUSAL OF SERVICE**

Creative Call Marketing, LLC reserves the right to decline to do business with any client for any reason.

### **CHANGES TO TERMS OF SERVICE**

Creative Call Marketing, LLC reserves the right to change these terms of service at any time for any reason.

**This is a fixed-price quote. If accepted, we require a 50% deposit upfront before work commences.**