



## TERMS AND CONDITIONS

Corporate Image Services, LLC dba CIS Agency (“CIS”) and Client agree to the following Terms and Condition (the “Terms and Conditions” or the “Agreement”) that are recognized and incorporated into the Quote or Service Agreement, whichever is applicable to Client, that was executed by the Clients. Regardless if the Client executed a Quote or a Services Agreement, such document may be referenced as the “Service Agreement” throughout these Terms and Conditions. The terms of the Service Agreement are understood to be incorporated into these Terms and Conditions as if they were fully stated herein. CIS and Client may be referred to collectively as the “Parties” or individually as a “Party” throughout these Terms and Conditions.

The Parties agree as follows:

**1. Services Performed by CIS.** CIS agrees to perform the services described in the Service agreed upon, which is fully incorporated with these Terms and Conditions. If necessary, the Client agrees to let CIS represent their business to help handle the switch of the previous provider. The client also authorizes and agrees to allow CIS to manage their domain on their behalf.

### **2. Payments.**

(a) All payment amounts and related payment information is contained in the Service Agreement for this project.

(b) All fees for ongoing monthly services are billed in advance of the service being rendered. *(Note\* there will be a \$50.00 monthly fee for Monthly Hosting, Project Management, Feedback, and SEO assessment until the project goes live.*

(c) Services performed on an hourly basis are invoiced on a regular basis and payment is due in accordance with the payment terms indicated on the invoice.

(d) Failure to pay an invoice or make a payment within 15 days of the date it is due will result in an administrative fee of twenty-five (\$25) for each missed payment.

(e) Failure to pay an invoice or make a payment on the date it is due may result in the immediate termination of all services at the sole discretion of CIS.

(f) Client will be responsible for any and all costs and expenses incurred by CIS in order to collect amounts owed under the terms of this Agreement including but not limited to collection costs including attorney fees and costs.

### **3. Expenses.**

(a) The fees and expenses shown on the Service Agreement are estimated fees and expenses.

(b) The Client’s approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more.



(c) Out of scope work and additional services shall be billed at the rate of \$125.00 (one hundred twenty-five dollars) or at CIS's current hourly rate at the time services are provided (whichever is greater) per hour unless otherwise documented.

#### **4. Invoices.**

- (a) CIS shall submit invoices for the project fees as indicated on the Service Agreement.
- (b) CIS shall submit invoices for any hourly and/or out-of-scope work performed and payment is due in accordance with the payment terms indicated on the invoice.
- (c) CIS shall NOT submit invoices for services rendered as part of any monthly services package.
- (d) Client agrees to pay any project fees in accordance with the payment details and schedule indicated on the Service Agreement.

**5. CIS is an independent company and neither CIS nor CIS's staff is or shall be deemed, Client's employees.** In its capacity as an independent company, CIS agrees and represents, and Client agrees, as follows:

- (a) CIS has the right to perform services for others during the term of this Agreement.
- (b) CIS has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- (c) CIS has the right to perform the services required by this Agreement at any place or location and at such times as CIS may determine.
- (d) CIS will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that CIS work must be performed on or with the Client's computers or existing software.
- (e) The services required by this Agreement shall be performed by CIS's staff or authorized sub-contractors.
- (f) CIS is responsible for paying all ordinary and necessary expenses of its staff.
- (g) Neither CIS nor CIS's staff shall be required to devote full-time to the performance of the services required by this Agreement.
- (h) Client shall not provide any insurance coverage of any kind for CIS nor CIS's staff.
- (i) Client shall not withhold from CIS's compensation any amount that would normally be withheld from an employee's pay.



## **6. Intellectual Property Ownership.**

(a) "Work Product" includes but is not limited to, computer code (in object code and source code form), programming code, data, specifications, work-up files, website content (including HTML script, designs, forms, text, and media) and other materials, in whatever form, developed for Client by CIS under this Agreement. Work Product does not include any third-party components, software, code, or licensed products, software, media, or images that may be used as part of the delivered product.

(b) Client acknowledges that in the event that Client is leasing the Work Product under the Service Agreement, the Work Product is proprietary to CIS and that CIS retains exclusive ownership of all Work Product. The client will take all reasonable measures to protect CIS's proprietary rights and Work Product. The client is not granted any rights, franchises, or licenses with respect to the Work Product other than provided under this Agreement.

(c) In the event that Client is purchasing the Work Product under the Services Agreement, upon full payment of all amounts owed by Client to CIS, CIS shall assign to Client an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use Work Product for the purpose of marketing and promoting the Client. Licensed Photography, fonts, and other 3rd party licensed products must be licensed and authorized directly by the client, CIS Agency does not transfer any licensed products for client use. The client understands that any product originally licensed under or in accordance with an Open Source or GNU General Public license can never become the Client's property. If Client fails to pay any amounts owed to CIS, Client agrees and understands that ownership in the Work Product will remain exclusively with CIS; Client shall have no right to the Work Product; and Client waives any right or claim of ownership in the Work Product.

(d) Client hereby grants CIS an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use Work Product for the purpose of developing and marketing its products and services.

**7. Ownership of CIS's Materials.** "CIS's Materials" means all copyrightable materials that: do not constitute Work Product, are incorporated into the Work Product, and/or are owned solely by CIS, or licensed to CIS, with a right to sub-license. Client acknowledges and agrees that the ownership of the CIS's Materials shall remain exclusively vested in CIS both during the period of this Agreement and thereafter, and Client has no interest whatsoever in such assets of CIS and Client's right to use CIS's Materials is derived solely from CIS's grant of a license using CIS's Materials and is subject in all cases to the terms of this Agreement. The client's license to use CIS's Materials will automatically terminate upon the termination of this Agreement. The client further agrees never to challenge, contest or question the validity of CIS's ownership of the CIS's Materials.

## **8. Confidential Information:**

(a) Each Party will not use or disclose to others without the other Party's consent any Confidential Information, defined below, except when reasonably necessary to perform the services under this Agreement. "Confidential information" includes, but is not limited to:



- i. the written, printed, graphic or electronically recorded materials stamped "confidential," or "proprietary" furnished by either Party,
- ii. Both Parties business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind stamped "confidential," or "proprietary"; and
- iii. any written or tangible information stamped "confidential," "proprietary" or with a similar legend.

(b) Each Party shall not be restricted in the use of any material which is publicly available, already in the Party's possession or known to the Party, without restriction, or which is rightfully obtained from sources other than the disclosing Party.

(c) These obligations regarding proprietary or confidential information extend to information belonging to customers and suppliers of the Parties about whom the receiving Party may have gained knowledge as a result of the services being provided under this Agreement.

(d) The provisions of this clause shall survive any termination of this Agreement.

#### **9. Termination of Agreement.**

(a) Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice thereof is sent to the other party unless this time period is modified by another provision in these Terms and Conditions.

(b) If the Service Agreement is terminated any and all fees payable to CIS for services rendered shall be paid within 15 days including any and all pro-rated amounts for partially completed services.

(c) All services rendered require a 30-day notice of cancellation. All services rendered within this time frame will be invoiced at the regular rate and must be paid within the 30-day notice period.

(d) If CIS manages your domain(s), a transfer fee will apply based on our hourly technical support rate.

**10. Return of Materials.** Upon termination of this Agreement, each party shall promptly return to the other all data, materials, and other property of the other held by it if requested by either party.

#### **11. Warranties and Representations. CIS warrants and represents that:**

(a) CIS has the authority to enter into this Agreement and to perform all obligations hereunder.

(b) Any website work product provided by CIS will be compatible with the most current web



browsers (at the time the website is taken live) provided by Firefox, Google, Apple, and Microsoft. Support for older browser versions is not included unless specifically detailed in the Service agreement.

(c) For a period of 30 days (“Warranty Period”) following acceptance of the Work Product, the Work Product will be:

- i. Free from reproducible programming errors and defects in workmanship and materials under normal use, and
- ii. Perform substantially in conformance with the specifications and functions set forth in this Agreement.

**(d) THIS SECTION 11 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY CIS. CIS MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY CIS CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD. CIS DOES NOT GUARANTEE CLIENTS WILL ACHIEVE CERTAIN SALES OR INCOME RESULTS AS A RESULT OF CIS’S SERVICES.**

## **12. Employment of Assistants and Contractors.**

(a) CIS may, at CIS's own expense, employ such assistants or contractors as CIS deems necessary to perform the services required by this Agreement.

(b) CIS warrants and represents that the Work Product shall be created solely by CIS's employees during the course of their employment or independent contractors who assigned all rights, titles, and interests in the work to CIS.

13. **Limitation of Liability.** CIS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE CLIENT OR ANY THIRD PARTY INCURS), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF CIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. CIS IS NOT RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. IN NO EVENT WILL THE AMOUNT CLIENT MAY RECOVER UNDER THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE TO CIS BY THE CLIENT PURSUANT TO THIS AGREEMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. THE LIMITATIONS SET FORTH IN THIS SECTION 13 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CIS.

## **14. Hosting & Server.**

(a) Client acknowledges that CIS does not directly provide any type of hosting, email, server



resources, or domain registration.

(b) Client acknowledges that any hosting, email, server resources, or domain registration services purchased by the client from CIS are being provided by a third party.

(c) Client acknowledges that CIS provides no guarantees or warranties related to hosting services, email, server resources or domain registration and

(d) Client agrees that he/she can under no circumstances regain any possible loss of income or business from CIS due to a server breakdown or service interruption. Client agrees that CIS can never be held liable for any possible data losses or service disruptions.

(e) Client acknowledges that CIS does not directly provide any type of licensing for fonts, pictures and any other content on the website.

(f) Client acknowledges that ALL hosted content and material on the website is clients responsibility to review and CIS is not responsible for any unauthorized content, copyright, licensing, partnership, badges, fonts, pictures and any other content hosted on the website.

(g) Client acknowledges that CIS provides 60 days of free website hosting upon signature completion of this agreement, after 60 days of beginning the project, the client will be charged a \$40.00 of monthly hosting until the website is live and regularly hosting billing fees apply."

## **15. Search Engine Optimization.**

(a) CIS accepts no responsibility for policies of third-party search engines, directories or other Web Sites ("Third-Party Resources") that CIS may submit to with respect to the classification or type of content it accepts whether now or in the future. Client's Web Site or content may be excluded or banned from any Third-Party Resource at any time. Client agrees not to hold CIS responsible for any liability or actions taken by Third-Party Resources under these Terms and Conditions.

(b) Client acknowledges that the nature of many of the resources CIS may employ under these Terms and Conditions are competitive in nature. CIS does not guarantee #1 positions, consistent positioning, "top 10 positions" or guaranteed placement for any particular keyword, phrase or search term. Client acknowledges that CIS's past performance is not indicative of any future results Client may experience.

(c) Client acknowledges that SEO and submissions to search engines and directories can take an indefinite amount of time for inclusion unless paid inclusion programs are employed. Each edit or change made to any resources employed by CIS will repeat these inclusion times.

(d) Client acknowledges that any of the search engines, directories or other resources may



block, prevent or otherwise stop accepting submissions for an indefinite period of time.

(e) Client acknowledges that search engines may drop listings from its database for no apparent or predictable reason. CIS shall re-submit resources to the search engine based on the current policies of the search engine in question and whether pay inclusion programs are being used.

(f) CIS will endeavor to make every effort to keep Client informed of any changes that CIS is made aware of that impact any of the SEO Services and the execution thereof under this Agreement. Client acknowledges that CIS may not become aware of changes to Third-Party Resources, industry changes or any other changes that may or may not affect SEO services.

(g) Client acknowledges that some of the Third-Party Resources only offer paid inclusion programs that require a fee or continued maintenance or performance fees. These fees have been included in Clients' payments to CIS. If Client fails to pay CIS any portion of the agreed-upon monthly payment, CIS will not put any portion of Client's payment toward required fees by these Third-Party Resources.

(h) CIS reserves the exclusive right, for the duration of these Terms and Conditions, to approve or disapprove any design strategies, existing code or other techniques, whether requested by Client or presently employed by Client that is considered by CIS to be detrimental to SEO and the execution of CIS's services under these Terms and Conditions.

#### **16. No Violation of Intellectual Property.**

(a) It is understood that CIS will rely exclusively on Client to provide CIS with material and information that Client is legally entitled to own and utilize.

(b) CIS is not responsible in any way for checking, verifying, searching or ensuring the validity, status, authenticity, of any intellectual property.

(c) Client, at its expense, will defend, indemnify, and hold CIS harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, after all rights of appeal are exhausted, against CIS which directly relate to a claim, action, lawsuit, or proceeding made or brought against CIS by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, trademark or other rights by way of CIS's use of any Client provided material and information that Client provides to CIS and CIS uses in the provision of any services.

#### **17. Client's Cooperation. Client agrees to fully cooperate in CIS's efforts to provide services**

under this Agreement. Delays or failure to complete work due to Client's failure to provide information, materials, or respond to demands for assistance by CIS, will not be considered a breach of this Agreement by CIS. The client will remain responsible for all amounts owed under the terms of this Agreement if work is not completed or is delayed as a result of the Client's failure to provide information, materials or respond to demands for assistance by CIS.

#### **18. Sharing personal information with third parties**





CIS has partnered with a number of selected service providers, whose services and solutions complement, facilitate and enhance the Client's website. These include hosting and server co-location services, communications, and content delivery networks (CDNs), data and cyber security services, billing and payment processing services, domain name registrars, fraud detection and prevention services, web analytics, e-mail distribution, and monitoring services, session recording and remote access services, performance measurement, data optimization, and marketing services, content providers, and our legal and financial advisors (collectively, "Third-Party Service(s)"). The client agrees that CIS may provide Client's information to the Third Party Services, in its entirety or in part. CIS will limit such disclosure or access to the Client's information to that information that is necessary for the particular roles and purposes of each Third Party Service.. Client acknowledges that CIS is not responsible for Third-Party Services' privacy practices.

#### **19. General Provisions.**

(a) Entire Agreement. These Terms and Conditions along with the Service Agreement comprise the entire Agreement between CIS and Client.

(b) Severability. If any of the provisions of these Terms and Conditions or the Service Agreement or its application to any party under any circumstances is adjudicated to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Agreement or its application.

(c) Applicable law/Choice of Venue. This Agreement shall be governed by the laws of the state of Michigan, and all claims, disputes and other matters between the parties of this agreement shall be brought in Kent County Court, in Grand Rapids, Michigan, or in the U.S. District Court, in Grand Rapids, Michigan. Parties waive any objection to personal jurisdiction or venue in any forum located in those jurisdictions.

(d) Notices. All notices and other communications are given in connection with this Agreement shall be in writing and shall be deemed given as follows:

i. When delivered personally to the recipient's address;

ii. Seven days after being deposited in the United States mail, postage prepaid to the recipient's last known valid US address; or

iii. When sent by fax or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing on the Service Agreement related to these Terms and Conditions by giving notice of the change in accordance with this paragraph.

(e) No partnership. This Agreement does not create a partnership relationship. CIS does not have the authority to enter into contracts on the Client's behalf.

(f) Waiver. These Terms and Conditions and the Service Agreement may not be amended except





by an instrument in writing signed on behalf of each Party. No amendment, supplement, modification, or waiver of these Terms and Conditions and Service Agreement will be binding unless executed in writing by the Party to be bound by it. No waiver of any of the provisions of these Terms and Conditions and Service Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar), nor will the waiver constitute a continuing waiver unless otherwise expressly provided.

(g) Mutually Drafted. The Parties acknowledge that these Terms and Conditions and Service Agreement have been mutually drafted by the Parties and that the construction or interpretation of the terms contained with these documents shall not be more favorably or less favorably received for one Party over the other.

(h) Each party executing these Terms and Conditions and Service Agreement acknowledges and agrees that such party has carefully read and fully understands the Entire Agreement and is executing this Entire Agreement after due consideration and the opportunity to consult with legal counsel.

If you have any questions regarding the security of our Services, you are welcome to contact us at [service@wearecis.com](mailto:service@wearecis.com)