

Master Terms and Conditions

Version: 2026.1

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Effective for new engagements: September 1, 2026

Effective for existing ongoing engagements: October 1, 2026

These Master Terms and Conditions (the “Terms”) govern Services provided by Creative Elements Consulting Inc., an Alberta corporation doing business as Creative Elements Consulting or CEC (“CEC”), to its clients (“Client”).

For Clients beginning a new engagement with CEC on or after September 1, 2026, these Terms apply upon acceptance in accordance with these Terms.

For Clients with an existing ongoing relationship with CEC before September 1, 2026, these Terms are being provided with a thirty-day review period and will apply to Services continuing on or after October 1, 2026, where accepted expressly or through continued conduct as described in these Terms.

CEC provides professional services that may include website strategy, design, development, hosting and management; digital marketing and advertising; content and creative services; strategy and consulting; Apple-device and software training; and related professional services.

CEC believes strong professional relationships are built on clear expectations, mutual trust, accountability, reasonable flexibility and fair allocation of responsibility. These Terms are intended to establish those expectations consistently while protecting both CEC and its Clients.

1. Contract Structure

The agreement between CEC and Client may consist of:

- these Terms;

- an accepted proposal, Statement of Work, estimate, project agreement, order or other service document issued by CEC, each referred to as an “SOW”;
- any applicable service-specific terms expressly incorporated by reference; and
- any written amendment expressly agreed to by CEC and Client.

Together, these documents form the “Agreement.”

An SOW describes the particular Services, deliverables, fees, timing and other engagement-specific terms applicable to the work.

If an SOW conflicts with these Terms, these Terms govern unless the SOW expressly identifies the provision of these Terms that is being varied and expressly states that the SOW provision supersedes it.

Terms appearing in a Client purchase order, vendor form, procurement portal, internal policy or other Client-generated document do not modify the Agreement unless an authorized representative of CEC expressly agrees in writing.

2. Acceptance of the Agreement

Client may accept the Agreement by:

- signing it physically or electronically;
- electronically checking an acceptance box;
- checking a required Terms-acceptance field within an electronic signature process used for an applicable SOW, proposal or other agreement;
- submitting CEC’s Terms acceptance form;
- electronically signing an SOW;
- accepting a proposal;
- expressly approving the Agreement by email;
- instructing CEC to commence Services after receiving notice that the Services are governed by these Terms; or
- continuing to receive Services after a subsequent version of these Terms takes effect in accordance with the applicable provisions of these Terms.

Where an SOW, proposal or other agreement identifies a specific version of these Terms, Client’s acceptance of that document constitutes acceptance of the identified version of the Terms.

Where CEC requests express acceptance of a version of these Terms, CEC may require an individual acting for Client to provide their name, business email address, company, title, contact information, confirmation of authority and electronic signature.

3. Authority to Bind Client

Anyone accepting an Agreement for an organization represents that they have authority to bind that organization.

Client will maintain at least one appropriate decision-maker or authorized contact for contractual notices, material approvals and changes to the engagement.

Client is responsible for notifying CEC if that person or their contact information changes.

4. Scope of Services

CEC will perform the Services described in the applicable SOW using commercially reasonable professional care.

An SOW covers only the Services reasonably described within it.

Additional functionality, additional deliverables, substantial revisions, new campaigns, new integrations, troubleshooting unrelated to the original work, additional meetings or other work outside the agreed scope may be treated as additional Services.

CEC may use employees, contractors, specialist partners, technology platforms and service providers where reasonably appropriate to deliver the Services.

5. Professional Judgment

Client retains CEC for its professional expertise, strategic judgment and technical experience.

CEC will consider Client requests and feedback but is not required to implement a request that CEC reasonably believes is:

- unlawful;
- misleading or deceptive;
- technically harmful;
- materially insecure;
- inconsistent with professional standards;

- likely to damage the Client's website, campaign or business interests;
- inconsistent with agreed strategy; or
- likely to create unacceptable legal, security, operational or reputational risk for CEC.

CEC may recommend an alternative approach or decline the requested work.

6. Timelines

Unless expressly stated otherwise in an SOW, timelines and completion dates are good-faith estimates rather than guarantees.

Timelines may depend on:

- Client responsiveness;
- receipt of materials;
- feedback and approvals;
- third-party providers;
- software or platform availability;
- technical conditions;
- advertising or search platforms;
- regulatory requirements;
- unforeseen complexity; and
- other matters outside CEC's reasonable control.

CEC is not responsible for delays attributable to Client or third parties.

7. Client Requests Under Two Hours

Where Client requests work that CEC reasonably expects will require less than two hours, CEC may proceed without preparing a separate written estimate or seeking additional approval.

Such work will be billed at CEC's then-current applicable rate unless it is already included within an existing scope.

This rule is intended to prevent small routine requests from creating unnecessary administrative delays for both parties.

8. Requests Expected to Exceed Two Hours

Where CEC reasonably expects a request to require approximately two hours or more, materially alter an existing scope, involve significant new functionality or require substantial investigation, CEC will normally provide an estimate, scope or other authorization request before proceeding.

Estimates are based on the information reasonably available when they are prepared.

An estimate is not a guarantee that previously unknown technical conditions will not be discovered after work begins.

9. Unexpected Complications During Work

A request that reasonably appeared to require less than two hours may prove more complicated after CEC begins the work.

Where reasonably practicable, CEC will advise Client if the work is becoming materially more extensive than anticipated.

CEC is not required to stop in the middle of a technically inseparable task or leave a website, campaign, application, server environment or system in an unstable, unsafe or materially impaired state while waiting for Client feedback.

Where immediate continuation is reasonably necessary to:

- restore functionality;
- stabilize a website;
- contain a security incident;
- prevent data loss;
- avoid additional damage;
- protect users;
- preserve work already completed; or
- complete a technically inseparable task,

CEC may perform the reasonably necessary work and bill the resulting professional time.

10. Minimum Billing Increments

Hourly website-related Services are billed in minimum fifteen-minute increments per request or work session, rounded upward to the next fifteen-minute increment.

This reflects the professional time associated not only with making a change but also with accessing systems, reviewing context, protecting the existing environment, testing, documenting and safely completing the work.

11. Scoping, Discovery and Investigation

CEC is happy to have an initial discussion to understand a Client request and determine whether CEC can assist.

Ordinary brief initial discussions are not automatically billable.

Where evaluating a request requires more than approximately fifteen minutes of CEC professional time, including:

- technical investigation;
- troubleshooting;
- audits;
- research;
- discovery;
- architecture;
- strategy;
- analysis;
- detailed estimation;
- vendor investigation; or
- preparation of a substantial scope,

that work may be billable at CEC's applicable rate whether or not Client ultimately proceeds with the proposed project or recommendation.

Client's request that CEC materially investigate, diagnose or scope an issue constitutes authorization for reasonable professional time required for that work unless CEC expressly states otherwise.

CEC will apply this provision reasonably and does not intend to nickel-and-dime Clients for ordinary relationship conversations.

12. Billable Professional Time

Where Services are billed hourly, billable professional time may include time reasonably spent:

- designing;
- developing;
- configuring;
- troubleshooting;
- researching;
- investigating;
- communicating;
- testing;
- performing quality assurance;
- deploying;
- backing up systems before material changes;
- coordinating with third-party vendors;
- attending meetings or calls;
- preparing documentation;
- reviewing Client requests;
- performing technical administration; and
- providing requested professional advice.

Where project management, coordination or similar work is already included within an agreed project fee, CEC will not separately charge that same included time.

13. Fees and Rates

Fees applicable to an engagement will be stated in the relevant SOW, proposal, invoice or written rate communication.

CEC intentionally does not publish its hourly rates or service pricing in these Terms.

CEC may change its pricing and rates from time to time.

Where a change affects ongoing Services, CEC will provide reasonable advance notice before the new pricing applies.

14. Taxes

All fees are exclusive of taxes unless expressly stated otherwise.

CEC will collect GST and other taxes where legally required.

International Clients will be invoiced in accordance with the tax requirements applicable to the transaction.

15. Billing for Ongoing Services

CEC's billing practices depend on the nature of the engagement and will be identified in the applicable SOW, proposal, invoice or other written agreement.

For new Client relationships, CEC may require recurring marketing or other ongoing professional Services to be paid in advance for the upcoming service period.

For existing Clients whose recurring Services were historically billed on an established billing cycle before Version 2026.1 became applicable, the adoption of these Terms does not by itself change that existing billing cycle.

CEC may subsequently propose a change to an existing Client's billing arrangement by providing reasonable notice or obtaining agreement as appropriate.

New projects, campaigns, initiatives, substantial additions to existing Services or other separately scoped work may require payment in advance or according to the payment milestones identified in the applicable SOW, regardless of the billing cycle used for Client's pre-existing recurring Services.

Payment required before commencement of new work must be received before CEC is required to begin that work.

16. Additional Work During an Ongoing Service Month

Unexpected additional requests that arise during a service month and could not reasonably have been included in Client's normal invoice may be added to Client's next invoice unless CEC requires separate payment before commencing the work.

This may include ordinary additional website work or similar requests arising outside Client's established recurring scope.

Substantial new projects or initiatives may require separate scoping and advance payment.

17. Website Project Payment Structure

Unless otherwise stated in an SOW, CEC may use milestone billing for website design and development projects.

The applicable SOW will identify the exact payment milestones.

CEC's standard structure may include:

- an initial payment before the project begins;
- a second payment at an intermediate design or development milestone; and
- a final payment at or before launch.

CEC is not required to begin work before the required initial payment is received.

18. Other Fixed-Scope Projects

For fixed-scope marketing, consulting, creative or other initiatives, CEC may require full payment before work begins.

CEC may agree to reasonable instalments for a particular Client or project where commercially appropriate.

Any such accommodation applies only to that engagement unless CEC agrees otherwise.

19. Payment Methods

CEC may accept payment through methods it makes available from time to time, including:

- Interac electronic transfer;
- direct bank deposit;

- international bank transfer;
- Wise or another payment platform; and
- credit card.

CEC does not accept cheques unless expressly agreed otherwise.

Where Client elects to use a payment method that imposes a material transaction or processing fee on CEC, including certain credit-card payments, CEC may pass the applicable processing cost to Client where disclosed and legally permitted.

20. International Payment Fees

Each party is responsible for fees charged by its own bank or payment provider unless otherwise agreed.

Client is responsible for ensuring that the invoiced amount is properly transmitted.

CEC is responsible for ordinary receiving fees charged independently to CEC by its own provider.

21. Non-Payment

CEC is not required to finance Client work.

If a payment required before work begins has not been received when due, CEC may immediately pause or decline to commence the affected Services.

CEC is not required to continue working while an invoice remains unpaid.

CEC will ordinarily notify Client that work has been paused because payment is outstanding.

22. Consequences of Suspension for Non-Payment

CEC is not responsible for delays, campaign interruption, loss of momentum, missed opportunities or other consequences resulting from a suspension caused by Client's failure to pay amounts when due.

For website Services, CEC will act reasonably to avoid creating an immediate security or data-loss hazard solely because a payment is late, but CEC is not required to continue providing ordinary maintenance or discretionary work without payment.

23. Collection Costs

Client will reimburse CEC for reasonable third-party collection costs and reasonable legal enforcement costs incurred to collect undisputed overdue amounts where legally permitted.

CEC may elect not to enforce this right in a particular circumstance without waiving it for future circumstances.

24. Late-Payment Charges

CEC values constructive long-term relationships and does not routinely impose punitive late-payment fees.

CEC may nevertheless charge a reasonable late-payment fee or interest where stated in an applicable SOW or invoice and permitted by law.

CEC is not required to impose such a charge before exercising its right to suspend unpaid Services.

25. Changes in Scope

A project price applies to the agreed scope rather than every additional item that may later become desirable.

Where Client requests additional functionality, substantial revisions, additional campaigns, new deliverables or other work outside the scope, CEC may:

- provide an additional estimate;
- issue a new SOW;
- bill the additional work hourly;
- revise project pricing;
- revise project timing; or
- defer the additional request until the original scope is completed.

CEC may pause the affected portion of work while a material scope change is being resolved.

26. Client Responsibilities

Client will reasonably cooperate with CEC and provide timely:

- information;

- access;
- content;
- credentials;
- approvals;
- materials;
- feedback;
- regulatory requirements; and
- business decisions

reasonably required for CEC to perform the Services.

Client is responsible for the accuracy and legality of information it supplies.

27. Client Delays

Client delays may cause CEC to lose production time that was reserved for the project.

If Client fails to provide required information, materials, access or approvals for a material period, CEC may place the work on hold and reschedule it according to then-current availability.

A dormant project may require a revised timeline, scope or price before work resumes.

28. No Deemed Material Approval

CEC will not treat a material approval as granted merely because Client failed to respond where CEC reasonably determines that affirmative approval is important.

This may include final website approval, major campaign changes, regulated-industry content, substantial budgets or other decisions with meaningful consequences.

29. Managed Website Environment

CEC operates a managed website environment designed to provide consistent performance, security, maintenance, backup practices and technical oversight.

Unless CEC expressly agrees otherwise in writing, a website actively managed by CEC must:

- be hosted within CEC's approved hosting environment; and
- participate in CEC's Managed Website Care Plan or successor service.

CEC does not provide unmanaged hosting or à-la-carte server access.

30. Reason for Required Hosting and Managed Care

CEC's hosting and Managed Website Care requirements allow CEC to maintain:

- consistent security controls;
- appropriate backups;
- compatible software;
- managed updates;
- performance standards;
- controlled administrator access;
- reliable monitoring; and
- a technical environment CEC can responsibly support.

Client may not elect to keep a website within CEC's hosting environment while transferring maintenance, security administration or substantially equivalent technical management to another provider unless CEC expressly agrees otherwise.

31. Managed Website Care

Managed Website Care is a preventative and risk-reduction service.

Depending on CEC's then-current service description, it may include:

- automated uptime monitoring;
- recurring backups;
- WordPress updates;
- plugin updates;
- theme updates;
- website testing;
- performance optimization;
- security monitoring;
- security hardening;
- vulnerability monitoring;
- malware or file-integrity monitoring;

- Google Search Console monitoring; and
- related proactive maintenance.

The current operational description of the Managed Website Care Plan may evolve over time.

32. No Guarantee of Absolute Security or Availability

No website, server, software system, plugin, hosting platform, network or internet-connected service can be guaranteed to be completely secure, continuously available or immune from:

- cyberattacks;
- zero-day vulnerabilities;
- malicious software;
- compromised credentials;
- software defects;
- third-party outages;
- internet failures;
- platform failures;
- human error; or
- other technical incidents.

Managed Website Care materially reduces risk but is not:

- cybersecurity insurance;
- a guarantee that a website cannot be hacked;
- a guarantee of continuous uptime;
- a guaranteed service-level agreement; or
- a guarantee that every technical issue can be prevented.

33. Vulnerability Monitoring and Remediation

As part of Managed Website Care, CEC may use security and vulnerability-monitoring systems, including Wordfence, Patchstack or successor technologies, to identify known or suspected vulnerabilities affecting WordPress, plugins, themes, websites and related software.

Security-monitoring systems may generate a significant number of alerts of varying severity, reliability and practical relevance.

The existence of an automated alert does not necessarily mean:

- that Client's website has been compromised;
- that the identified vulnerability is exploitable within Client's particular website configuration;
- that the affected functionality is active;
- that immediate manual intervention is required; or
- that Client needs to be notified.

CEC is not required to manually investigate, remediate or notify Client concerning every Informational, Low or Medium vulnerability or security alert generated by a monitoring system.

As part of its normal Managed Website Care practices, CEC will generally prioritize vulnerabilities classified by its security systems, vendors or CEC's professional assessment as High or Critical, particularly where CEC reasonably determines that the vulnerability is relevant to Client's active website environment.

Security-scanner classifications are decision-support information and do not replace CEC's professional judgment.

CEC may therefore address a lower-severity vulnerability where CEC determines that the vulnerability presents a meaningful risk because of Client's particular website, configuration, software, data, exposure, industry or other circumstances.

CEC may also reasonably determine that an alert classified High or Critical does not require immediate intervention where, for example, the affected component is not active, the vulnerability is not applicable to Client's environment, an appropriate mitigation is already present, or immediate remediation would create a greater compatibility or operational risk.

Remediation may include, as CEC reasonably considers appropriate:

- installing an available security update or patch;
- updating affected software;
- disabling or replacing affected software;
- modifying configuration or security controls;

- applying a temporary mitigation;
- monitoring the vulnerability until an appropriate vendor fix becomes available; or
- taking another reasonable protective action.

CEC is not required to install every software update immediately upon release. CEC may delay deployment where immediate installation could reasonably create compatibility, stability, performance or functionality risks or where additional testing or vendor information is appropriate.

Where no reliable patch or remediation is available, CEC may implement reasonable mitigation measures or continue monitoring the issue until an appropriate solution becomes available.

Routine vulnerability monitoring and remediation performed within the ordinary scope of Managed Website Care does not require separate Client approval or notification.

CEC will generally involve or notify Client where a vulnerability:

- becomes a material security incident;
- reasonably requires Client action;
- requires a business decision from Client;
- requires substantial remediation outside Managed Website Care;
- creates a material interruption to Client's website or business; or
- otherwise warrants Client involvement in CEC's professional judgment.

CEC does not guarantee that Wordfence, Patchstack or another monitoring system will detect every vulnerability, classify every vulnerability accurately or eliminate every possibility of exploitation.

34. Automated Monitoring Is Not 24/7 Human Support

CEC may use automated systems to monitor managed websites twenty-four hours per day, seven days per week.

24/7 monitoring does not mean that CEC maintains personnel working or on call twenty-four hours per day, seven days per week.

CEC provides website support during its normal business operations and is generally closed on weekends and applicable holidays.

An automated alert generated outside CEC's normal working hours does not create a guarantee that a CEC team member will immediately:

- review the alert;
- contact Client;
- investigate;
- begin remediation; or
- restore the website.

CEC's monitoring systems exist to improve CEC's ability to identify and respond to meaningful issues. They do not constitute an around-the-clock human support or emergency-response service.

35. After-Hours and Weekend Incidents

If CEC becomes aware outside normal business hours of a significant website outage, suspected active compromise or other material incident presenting substantial risk, CEC will use commercially reasonable efforts to attend to the matter when practicable.

CEC may voluntarily respond to serious after-hours or weekend incidents as part of its commitment to protecting managed Client websites.

Such voluntary intervention does not establish:

- a guaranteed emergency-response service;
- a contractual after-hours entitlement;
- a guaranteed response time;
- a guaranteed restoration time; or
- a 24/7 staffing obligation.

An issue that does not reasonably require immediate intervention may be addressed during CEC's next business day.

36. Security Incident Services

Managed Website Care does not include unlimited:

- forensic investigation;
- malware removal;

- incident investigation;
- root-cause analysis;
- credential-compromise investigation;
- emergency reconstruction;
- extensive recovery from malicious activity;
- post-incident remediation;
- specialist cybersecurity services; or
- detailed forensic reporting.

Such work may be separately billable.

37. Emergency Security Authorization

If CEC reasonably determines that immediate action is necessary to:

- contain a suspected compromise;
- protect data;
- restore a website;
- prevent further damage;
- close an active vulnerability;
- reduce material business interruption; or
- prevent an incident from materially worsening,

Client authorizes CEC to undertake reasonable emergency work without waiting for separate approval.

Such work is billable unless the underlying incident was directly caused by CEC's negligent work.

CEC will use reasonable professional judgment in determining the extent of emergency intervention.

38. CEC-Caused Technical Issues

If CEC directly causes a website issue through negligent work performed by CEC, CEC will correct the CEC-caused issue without charging Client for the corrective work.

This does not make CEC responsible for unrelated issues discovered during the repair or for conditions caused by third parties, Client activity, underlying software or external systems.

39. Website Downtime Notifications

Website hosting involves routine technical events including:

- brief connectivity interruptions;
- automated security events;
- caching issues;
- blocked attacks;
- software warnings;
- updates;
- monitoring alerts;
- unsuccessful login attempts; and
- transient outages.

CEC is not required to notify Client of every technical occurrence.

CEC's priority during an active technical incident is to protect, stabilize and restore the website, rather than diverting resources into administrative reporting while remediation is underway.

40. Fifteen-Minute Downtime Notification Guideline

Where CEC becomes aware that a managed website has been continuously and materially unavailable for approximately fifteen minutes or longer, CEC will generally notify Client's designated contact when reasonably practicable.

Shorter periods of downtime may be automatically resolved, investigated, repaired, monitored or otherwise handled without Client notification.

The approximately fifteen-minute threshold is an operational notification guideline only.

It is not:

- a guaranteed detection time;
- a guaranteed notification time;
- a response-time commitment;

- a restoration-time commitment;
- an uptime warranty; or
- a service-level agreement.

CEC's priority during an active incident is to protect, stabilize and restore Client's website rather than divert technical resources into unnecessary administrative reporting.

41. Security Notifications

CEC will generally notify Client of a material security incident where:

- Client action is reasonably required;
- the incident materially affects or is reasonably expected to materially affect Client;
- Client credentials or systems may be compromised;
- CEC reasonably requires information or a business decision from Client; or
- applicable law requires notification.

CEC is not required to separately report every:

- blocked attack;
- malicious bot;
- failed login;
- vulnerability alert;
- automated firewall event;
- spam attempt;
- monitoring alert; or
- routine security warning

that is successfully handled without material Client impact.

42. Technical Explanations and Incident Reporting

CEC will provide information reasonably necessary for Client to understand:

- that a material incident occurred;
- its practical impact;
- whether service has been restored;

- any significant continuing concern; and
- any action Client reasonably needs to take.

CEC is retained to professionally manage websites and related technology.

CEC is not retained to make every Client an expert in:

- cybersecurity;
- hosting;
- DNS;
- WordPress;
- server infrastructure;
- malware analysis;
- networking;
- firewalls; or
- other technical disciplines.

Unless separately included in an SOW, CEC is not required to prepare:

- detailed forensic reports;
- technical root-cause reports;
- chronological incident logs;
- infrastructure tutorials;
- security training;
- extensive post-incident documentation; or
- detailed educational explanations

following routine website incidents.

43. Additional Incident Reporting

Where Client requests significant additional:

- reporting;
- meetings;
- analysis;
- forensic investigation;

- documentation;
- technical explanation; or
- education

regarding a website or security incident, CEC may treat the request as additional professional Services.

Such Services may be scoped or billed separately.

During an active incident, CEC may prioritize restoration and technical remediation over Client communications and provide an appropriate summary once the environment has been stabilized.

44. Website Backups

For websites enrolled in Managed Website Care, CEC maintains recurring encrypted backups according to its current operational practices.

CEC maintains historical backup retention designed to provide meaningful recovery flexibility, including the ability to recover from certain incidents that may not be immediately discovered.

CEC may modify:

- backup frequency;
- technology;
- storage providers;
- retention periods; and
- backup architecture

where reasonably appropriate to improve security, reliability, efficiency or service quality.

45. Backup Limitations

CEC does not guarantee that:

- every historical state of a website will always remain available;
- every backup will be error-free;
- every database transaction immediately preceding an incident will be recoverable; or

- every third-party system integrated with the website can be restored from CEC's website backups.

CEC will use commercially reasonable backup practices appropriate to the Services.

46. Client Access to Backups

Clients are not expected to independently administer backups of CEC-managed websites.

CEC is not required to provide downloadable server or website backups during an active managed relationship merely because Client requests them.

This restriction helps CEC maintain appropriate control over the managed environment and reduces unnecessary security and migration risks.

CEC will provide appropriate backup or migration materials where reasonably necessary for an orderly transition at the end of the relationship.

47. Website Restoration

Ordinary restoration reasonably required because of routine website maintenance or an ordinary technical failure may be included within Managed Website Care according to the applicable service description.

Restoration resulting from:

- hacking;
- malware;
- compromised Client credentials;
- unauthorized third-party activity;
- Client changes;
- third-party administrator changes;
- unsupported software; or
- other security incidents

may involve substantial additional professional work and may be separately billable.

48. Administrator-Level Website Access

CEC reserves administrator-level permissions for websites it actively manages.

This is a technical and security control.

Administrator access can permit a user to:

- install or delete software;
- remove users;
- add third parties;
- change security settings;
- modify analytics;
- alter SEO;
- change website architecture;
- expose confidential information;
- delete content;
- disable CEC access;
- interfere with backups;
- weaken performance;
- introduce vulnerabilities; or
- materially damage the website.

Client personnel who need to edit ordinary website content may be given an appropriate Editor or similar permission level.

49. Client Requests for Administrator Access

Client ultimately retains the ownership or usage rights described elsewhere in the Agreement and may request administrator-level website access.

If Client insists on receiving administrator access while CEC remains responsible for hosting and managing the website, CEC may:

- explain the associated risks;
- require written acknowledgment of those risks;
- restrict CEC's responsibility for consequences resulting from that access; or
- determine that the managed relationship can no longer continue responsibly.

CEC is not required to remain responsible for an environment where Client materially interferes with CEC's ability to maintain appropriate technical controls.

50. Third-Party Website Administrators

Unless CEC expressly agrees otherwise, Client will not provide administrator, server or equivalent technical access to another provider intending to perform:

- hosting;
- website maintenance;
- development;
- security management;
- plugin administration;
- performance management; or
- substantially similar Services

that CEC has been retained to provide.

CEC's managed website model is not designed for multiple unrelated technical providers independently modifying the same environment.

51. Third-Party Changes and Responsibility

CEC is not responsible for:

- damage;
- vulnerabilities;
- downtime;
- performance degradation;
- lost tracking;
- broken functionality;
- SEO impact;
- security incidents;
- data loss; or
- other consequences

caused by Client or third-party technical access.

CEC time required to identify, investigate, reverse or repair third-party changes is billable.

If third-party interference materially compromises CEC's ability to responsibly manage the website, CEC may require removal of that access or terminate the website-management relationship and begin an orderly transition.

52. Third-Party Technology

CEC may select and use commercially reasonable:

- plugins;
- hosting technology;
- APIs;
- SaaS platforms;
- security tools;
- analytics systems;
- automation tools;
- content-management systems;
- AI systems; and
- other third-party technology

in providing the Services.

CEC may replace or modify technology where reasonably necessary for:

- security;
- compatibility;
- functionality;
- availability;
- support;
- performance;
- cost;
- vendor discontinuation; or
- other legitimate business reasons.

53. Third-Party Outages and Failures

CEC is not responsible for outages, failures, policy decisions or other acts or omissions outside CEC's reasonable control involving third parties including:

- hosting infrastructure providers;
- internet providers;
- DNS providers;
- domain registrars;
- WordPress;
- software vendors;
- Google;
- Meta;
- Microsoft;
- Apple;
- payment providers;
- email platforms;
- CRM systems;
- advertising networks;
- analytics platforms; or
- other external services.

CEC will use reasonable efforts to assist where appropriate but cannot guarantee third-party performance.

54. Third-Party Price Changes

Third-party costs may change.

CEC may adjust Client pricing to reflect material increases in external costs upon reasonable notice.

CEC may choose to absorb, delay or partially absorb an increase as a relationship decision.

Such discretion does not obligate CEC to absorb future increases.

55. Digital Marketing and Advertising

CEC will perform agreed marketing Services using commercially reasonable professional skill and judgment.

Marketing involves factors outside CEC's control, including:

- customer behaviour;
- competitors;
- economic conditions;
- search-engine algorithms;
- advertising algorithms;
- platform policy;
- Client sales processes;
- Client pricing;
- website conversion;
- seasonality;
- market demand; and
- regulatory conditions.

Accordingly, CEC does not guarantee a particular commercial outcome.

56. No Guarantee of Marketing Results

CEC does not guarantee:

- rankings;
- impressions;
- traffic;
- leads;
- conversion rates;
- customer acquisition;
- revenue;
- profit;
- return on advertising spend;
- cost per lead;

- cost per acquisition;
- search visibility;
- organic rankings;
- AI-search visibility;
- AI citations;
- AI Overviews;
- GEO/AIO results; or
- other specific business results.

CEC is responsible for providing professional Services, not guaranteeing how third-party markets or platforms respond.

57. Advertising Spend

Client will fund advertising spend directly through Client-controlled accounts and payment methods.

CEC will not finance, advance, loan or carry Client advertising spend.

Client is responsible for amounts charged directly by advertising platforms.

58. Advertising Platforms

CEC is not responsible for:

- advertising-account suspensions;
- advertising-platform outages;
- rejected advertisements;
- policy changes;
- algorithm changes;
- account verification requirements;
- platform enforcement;
- unexpected platform behaviour; or
- other decisions made by the advertising platform,

except to the extent directly caused by CEC's breach of its agreed obligations.

59. Regulated Industries

CEC provides marketing, technology, creative, strategic and consulting Services.

CEC is not Client's:

- lawyer;
- accountant;
- medical regulator;
- securities adviser;
- compliance officer; or
- professional regulatory authority.

Client is responsible for laws, rules, licences, professional standards, advertising restrictions, disclosures and other regulatory requirements applicable to its business.

60. Client Review of Regulated Claims

Where CEC prepares content for a regulated business, Client is responsible for reviewing and approving:

- professional claims;
- medical claims;
- financial claims;
- regulatory representations;
- pricing statements;
- required disclaimers;
- legal disclosures; and
- other industry-specific statements.

CEC may rely on Client approval and information supplied by Client.

61. Accessibility

CEC does not warrant compliance with a particular accessibility statute, regulation or technical standard unless accessibility work has been expressly included in an applicable SOW.

If Client requires compliance work toward a particular standard or jurisdiction, that requirement must be identified and separately scoped.

62. Website Privacy and Consent Management

CEC may assist Client with website privacy-related technical implementation, including installing, configuring or maintaining consent-management platforms such as CookieYes or successor technologies, cookie banners, consent controls, tracking configurations and related functionality.

These tools are intended to support Client's privacy and consent-compliance efforts.

CEC is a technology, website and digital marketing provider. CEC is not Client's lawyer, privacy counsel, privacy officer or regulatory compliance adviser and does not provide legal opinions concerning privacy, cookie, consent or data-protection law.

Client remains responsible for determining:

- which privacy, cookie, electronic-marketing, tracking and consent laws apply to its business and website;
- what consent Client is legally required to obtain;
- what privacy policy, cookie policy or other disclosures Client requires;
- which cookies, pixels, tracking technologies, scripts and third-party services require consent;
- how Client categorizes those technologies;
- what retention periods or data-processing practices are legally appropriate;
- whether Client requires independent legal or privacy advice; and
- whether Client's overall website and business practices satisfy applicable privacy requirements.

Where within CEC's agreed scope, CEC may configure technologies such as Meta Pixel, Google advertising or analytics tags and similar tracking tools so that they are intended to respect the consent choices communicated through the applicable consent-management platform.

CEC does not guarantee that every cookie, pixel, script, plugin, embedded service or third-party technology will at all times be:

- automatically detected;

- correctly identified;
- correctly categorized;
- blocked under every circumstance;
- updated automatically when third-party technology changes; or
- interpreted by a consent-management platform exactly as intended.

Third-party websites, plugins, advertising platforms, consent-management providers and tracking technologies may change their functionality without CEC's knowledge or control.

The installation or configuration of a consent-management platform does not constitute a legal compliance audit or guarantee that Client complies with all applicable privacy laws.

Unless expressly included within an applicable scope or Managed Website Care service description, CEC is not responsible for continually auditing every cookie, pixel, script, plugin or tracking technology operating on Client's website solely for legal or regulatory compliance.

Where Client requests or requires:

- a detailed cookie or tracking audit;
- investigation of consent behaviour;
- extensive troubleshooting;
- reclassification of tracking technologies;
- reconfiguration following changes in Client's legal requirements;
- implementation of instructions from Client's lawyer or privacy adviser; or
- other substantial privacy-compliance-related technical work,

CEC may treat that work as additional professional Services and scope or bill it accordingly.

Client will provide CEC with any legal or compliance requirements Client wishes CEC to implement and will obtain appropriate professional legal or privacy advice where required.

If CEC directly causes a privacy-consent configuration problem through CEC's negligent implementation of an agreed technical configuration, CEC will correct the CEC-caused configuration issue without charging Client for that corrective work, subject to the other provisions of the Agreement.

Nothing in this section limits any privacy or data-protection obligation that applicable law independently imposes on CEC.

63. Privacy and Personal Information

Each party will comply with privacy and data-protection obligations applicable to it.

Client will not provide CEC with personal information beyond what is reasonably necessary for the Services.

Where CEC processes Client customer or lead information, it will do so for legitimate purposes connected to the Services.

64. Marketing Conversion Data

Certain marketing engagements may require Client to provide conversion or customer data including:

- first name;
- last name;
- email address;
- telephone number;
- conversion status; and
- revenue or transaction value.

CEC may temporarily process such information for legitimate analytics, attribution, optimization or reporting purposes.

CEC may upload such information into approved third-party systems used for the engagement.

Temporary source files will be securely deleted when no longer reasonably required for the purpose for which they were provided, subject to applicable legal and business-record requirements.

65. Client Credentials and Security

Client will use reasonable security practices when interacting with systems involved in the Services.

Client will:

- maintain confidential credentials;
- use strong passwords;

- not share individual credentials unnecessarily;
- use separate user accounts where available;
- promptly notify CEC of suspected compromise;
- remove access for departed personnel; and
- follow reasonable security instructions provided by CEC.

CEC may enforce strong-password requirements and additional security controls where appropriate.

66. Confidentiality

Each party may receive non-public:

- business information;
- financial information;
- customer information;
- strategy;
- pricing;
- technology;
- credentials;
- processes;
- data;
- plans; or
- other confidential information

from the other.

Each party will use the other party's confidential information only as reasonably necessary for the Agreement and will take reasonable measures to protect it.

67. Exceptions to Confidentiality

Confidential information does not include information that:

- becomes public without breach of the Agreement;
- was lawfully known without restriction before disclosure;
- is independently developed without use of the confidential information; or

- is lawfully received from another source without confidentiality obligations.

A party may disclose confidential information where legally required.

Where legally permitted and reasonably practicable, the disclosing party will notify the other before compelled disclosure.

68. CEC Confidential Information and Proposals

CEC's:

- proposals;
- scopes;
- strategies;
- methodologies;
- pricing structures;
- recommendations;
- processes;
- internal systems; and
- unpublished concepts

are CEC confidential information and intellectual property.

Client may use these materials for evaluating or managing its CEC engagement but may not knowingly reproduce or distribute them for another provider to commercially exploit CEC's proprietary work without permission.

69. Intellectual Property in Final Deliverables

Subject to full payment of applicable fees, Client will receive the ownership or licence rights in final bespoke deliverables expressly contemplated by the applicable SOW.

Unless expressly stated otherwise, Client rights apply to final approved deliverables created specifically for Client.

70. Materials Not Included in Client Ownership

Unless expressly agreed otherwise, Client does not acquire ownership of:

- unused concepts;

- rejected concepts;
- internal working files;
- editable source files;
- Figma source files;
- Adobe source files;
- development environments;
- internal prompts;
- internal documentation;
- methodologies;
- research;
- templates;
- internal tooling; or
- intermediate work product.

Only final deliverables are included unless an SOW expressly provides otherwise.

71. CEC Background Intellectual Property

CEC retains ownership of all pre-existing or independently developed:

- methodologies;
- processes;
- knowledge;
- frameworks;
- templates;
- code libraries;
- reusable components;
- workflows;
- tools;
- systems;
- prompts;
- know-how; and
- related intellectual property.

Where CEC background intellectual property is incorporated into Client's deliverable, Client receives the rights reasonably necessary to use the final deliverable for its intended purpose.

Client does not acquire CEC's reusable underlying intellectual property.

72. Third-Party Licences

Websites and deliverables may use third-party:

- plugins;
- fonts;
- software;
- APIs;
- themes;
- stock assets;
- libraries; or
- other licensed materials.

CEC may maintain agency-level licences for certain products while Client remains actively managed by CEC.

Agency licences do not transfer to Client unless the applicable licence permits transfer and CEC expressly agrees.

73. Licences at End of Relationship

When the relationship ends, Client may be required to purchase replacement licences directly from the relevant software provider.

Where technically possible, existing software may continue functioning after CEC's licence ceases to apply, but CEC does not guarantee continued:

- updates;
- support;
- vulnerability patches;
- compatibility; or
- functionality

without an appropriate replacement licence.

74. Artificial Intelligence

CEC may use commercially reasonable artificial-intelligence systems to assist with:

- research;
- strategy;
- content;
- analysis;
- ideation;
- design;
- development;
- advertising;
- workflow automation;
- reporting; and
- other professional Services.

CEC maintains human involvement appropriate to the work being performed.

AI is used as a professional tool rather than as a substitute for professional responsibility.

75. AI Limitations

AI systems may produce:

- inaccurate information;
- incomplete information;
- unexpected output;
- duplicated concepts;
- errors; or
- other imperfect results.

CEC will exercise reasonable human review appropriate to the intended use but does not warrant that every AI-assisted output will be error-free.

CEC will use reasonable care when deciding whether confidential or personal information is appropriate to process using an AI system.

76. Portfolio Rights

Unless otherwise agreed in writing, Client grants CEC permission to:

- identify Client as a CEC client;
- display publicly released work;
- describe the nature of CEC's work;
- use work in case studies;
- submit work for awards; and
- use completed work for CEC sales and marketing.

CEC will reasonably respect genuine confidentiality or regulatory restrictions communicated by Client.

77. CEC Website Attribution

CEC may include a discreet professional attribution on websites or other digital work it creates, identifying CEC as the designer, developer, marketing partner, strategic partner or similar service provider.

Such attribution is intended to be minimal and professionally appropriate.

CEC recognizes that certain enterprise, regulatory or brand environments may create legitimate reasons to request removal and will consider reasonable written requests.

78. Client-Supplied Materials

Client represents that it has the necessary rights to provide CEC with all:

- text;
- trademarks;
- images;
- video;
- data;
- customer lists;
- testimonials;
- graphics;
- claims;

- logos; and
- other materials

Client instructs CEC to use.

Client is responsible for the legality and accuracy of Client-supplied materials.

79. Client Approvals

Where Client approves:

- copy;
- creative;
- advertisements;
- website content;
- regulatory statements;
- financial claims;
- medical claims;
- pricing;
- testimonials; or
- other materials,

CEC may rely on that approval.

CEC remains responsible for performing its own agreed work professionally but is not responsible for inaccurate factual or legal statements supplied or expressly approved by Client.

80. Non-Solicitation of CEC Personnel

During the engagement and for twelve months after its termination, Client will not knowingly and directly solicit for employment or direct contracting any CEC employee or contractor who was materially involved in providing Services to Client, except with CEC's written consent.

This provision does not prohibit:

- general employment advertising not targeted at CEC personnel;
- an individual independently approaching Client without solicitation; or

- conduct applicable law does not permit CEC to restrict.

This provision is intended only to protect CEC's legitimate investment in its personnel and service relationships and is not intended to prevent lawful competition.

81. No Guarantee of Perfection

CEC will use commercially reasonable professional care but does not warrant that:

- websites;
- software;
- advertising;
- campaigns;
- technology;
- strategies;
- integrations; or
- deliverables

will be free from every defect, error, vulnerability, incompatibility or interruption.

Minor issues that do not materially impair the intended use of a substantially completed deliverable do not entitle Client to reject the entire project.

82. No Refund Based Solely on Dissatisfaction

Professional Services involve judgment and, in many cases, subjective preferences or uncertain market outcomes.

Client dissatisfaction with:

- subjective creative preference;
- marketing results;
- rankings;
- market response;
- sales performance; or
- other results not expressly guaranteed

does not automatically create a right to a refund.

CEC will act reasonably where a legitimate performance or quality issue arises.

83. Disclaimer of Additional Warranties

To the maximum extent permitted by law, except for warranties expressly stated in the Agreement, CEC provides the Services and deliverables without additional implied warranties concerning:

- uninterrupted availability;
- absolute security;
- guaranteed commercial results;
- future compatibility; or
- fitness for circumstances not disclosed to CEC.

Nothing in the Agreement excludes a right or warranty that applicable law does not permit the parties to exclude.

84. Limitation of CEC Liability

To the maximum extent permitted by law, CEC's aggregate liability arising out of or relating to an affected SOW, affected Service or related series of events will not exceed the lesser of:

(a) professional fees actually paid to CEC for the affected Services during the six months immediately preceding the event giving rise to the claim; and

(b) CAD \$10,000.

For a one-time project where the event occurs before six months of Services have elapsed, the reference to preceding fees means the professional fees actually paid to CEC under the affected SOW as of the date of the event, subject to the CAD \$10,000 maximum.

85. Amounts Excluded From Liability Calculation

The following are not CEC professional fees for purposes of calculating the liability cap:

- advertising spend;
- taxes;
- hosting or software charges paid through to third parties;
- third-party licences;

- platform charges;
- reimbursable expenses; and
- other pass-through costs.

86. Application of Liability Limitation

The liability limitation applies regardless of whether a claim is framed in:

- contract;
- negligence;
- tort;
- misrepresentation;
- indemnity;
- statute; or
- another legal theory,

to the maximum extent permitted by law.

Nothing in the Agreement limits liability where applicable law does not permit limitation.

87. Exclusion of Indirect and Consequential Loss

To the maximum extent permitted by law, neither party will be liable to the other for indirect, incidental, special, exemplary or consequential damages.

CEC will not be liable for indirect loss of:

- profit;
- revenue;
- goodwill;
- anticipated savings;
- opportunity;
- customers; or
- business value

arising from a website issue, campaign result, service interruption or other event.

This exclusion does not apply where law prohibits the exclusion.

88. Client Indemnification

Client will indemnify and hold harmless CEC and its directors, officers, employees and contractors from third-party claims, liabilities, damages and reasonable legal costs arising from:

- Client-supplied content;
- Client intellectual property;
- Client products or Services;
- Client violation of law;
- unlawful or improperly collected personal information;
- factual or regulatory claims supplied or approved by Client;
- unauthorized Client or third-party access;
- Client's material breach of the Agreement; or
- Client misuse of a deliverable.

The indemnity applies only to the extent the claim was not caused by CEC's own breach, negligence or wrongful conduct.

CEC will provide reasonable notice of a covered claim and reasonable cooperation in the defence.

89. CEC Intellectual Property Indemnity

Subject to the limitations of liability in the Agreement, CEC will defend Client against a third-party claim alleging that a final bespoke deliverable created solely by CEC and delivered under an SOW infringes that third party's Canadian intellectual property rights.

CEC will be responsible for damages finally awarded or settlements approved by CEC, subject to the Agreement.

90. Exclusions From CEC IP Indemnity

CEC's intellectual-property indemnity does not apply to claims arising from:

- Client materials;
- third-party materials;
- modifications not made by CEC;

- unauthorized combinations;
- Client instructions;
- continued use after CEC has offered a reasonable replacement or modification;
- AI or third-party technology governed by the provider's terms; or
- uses outside the intended scope of the deliverable.

CEC may modify or replace affected work or discontinue the affected use as a reasonable remedy.

91. Insurance

CEC maintains business insurance appropriate to its operations, which may include:

- commercial general liability;
- professional errors and omissions insurance; and
- cyber insurance.

The existence or amount of insurance does not increase CEC's contractual liability or waive limitations contained in the Agreement.

92. Termination of Monthly Services

Unless otherwise stated in an SOW, either party may terminate ongoing monthly Services with at least thirty days' written notice.

A service month or billing period that has already begun remains payable in full.

Prepaid hosting and committed third-party or infrastructure costs are non-refundable.

93. CEC Termination for Convenience

CEC may terminate an ongoing engagement without cause by providing reasonable written notice.

CEC will use reasonable efforts to avoid unnecessary disruption and, where website Services are involved, follow the transition process described below.

94. Immediate Suspension or Termination

CEC may immediately suspend or terminate some or all Services where reasonably necessary because of:

- non-payment;
- illegal activity;
- deceptive activity;
- harassment or abuse of CEC personnel;
- threats;
- material cybersecurity risk;
- sanctions concerns;
- material regulatory risk;
- unauthorized interference with CEC-managed systems;
- repeated material breach;
- misuse of CEC infrastructure;
- deliberate circumvention of security controls; or
- Client conduct creating material legal, operational or reputational risk for CEC.

Where circumstances reasonably permit, CEC will attempt to communicate the concern before permanent termination.

95. Website Transition After Termination

CEC believes the end of a professional relationship should be handled respectfully and professionally.

When website Services end, CEC will provide reasonable standard transition assistance intended to allow Client or its new provider to assume responsibility for the website.

CEC generally expects a normal handover to require approximately two to three hours of CEC time.

CEC will ordinarily provide that reasonable standard transition work without an additional professional-services charge.

96. Standard Website Handover

A normal transition may include:

- preparing website materials;
- creating or providing an appropriate final backup;
- coordinating access;
- identifying key licences;
- communicating relevant technical information; and
- providing information reasonably required for the new provider to assume responsibility.

CEC will make reasonable efforts to leave the Client with an orderly transition rather than simply removing access without preparation.

97. Additional Transition Work

Complimentary standard transition assistance does not include:

- redesign;
- new development;
- repairs unrelated to transition;
- extensive consulting;
- training;
- extensive documentation;
- custom migration development;
- rebuilding infrastructure;
- prolonged meetings with a new agency; or
- unusual support requested by Client or its new provider.

Additional transition work beyond the reasonable standard handover may be separately scoped and must be paid in advance before CEC is required to perform it.

98. Outstanding Amounts at Transition

Client remains responsible for legitimate outstanding amounts incurred before termination.

CEC will not intentionally create unnecessary difficulty in Client's transition merely to create leverage.

Nothing in this section waives lawful rights relating to unpaid Client obligations.

99. Rejection of Hosting or Managed Website Care

If Client no longer agrees to use CEC's required hosting or Managed Website Care service, CEC will treat that decision as a request to end CEC's website-management relationship.

CEC does not offer a model where Client continues hosting its website with CEC while another provider assumes the same hosting, maintenance or security-management role.

CEC will cooperate with an orderly transition.

100. Rejection of Updated Terms Affecting Website Services

If Client expressly rejects a material update to these Terms before the new version takes effect, CEC will not force Client to continue the affected relationship under Terms Client has rejected.

For website Services, Client's rejection will be treated as notice to terminate those Services and initiate migration.

CEC cannot remain indefinitely responsible for hosting, maintaining and securing a website under contractual terms Client has expressly rejected.

101. Website Transition Period After Rejection of Updated Terms

Unless otherwise agreed, where Client rejects materially updated Terms affecting website Services, the previously applicable Terms will continue solely for a limited transition period ending on the earlier of:

- (a) completion of migration; or
- (b) fifteen calendar days following the effective date of the rejected Terms.

During that limited transition period:

- CEC will maintain existing hosting;
- CEC will perform reasonably necessary baseline maintenance;
- CEC will respond to serious security or availability issues in accordance with the prior applicable terms;
- Client may not request new discretionary website work unless separately agreed;

- CEC will reasonably cooperate with migration; and
- the prior Terms remain applicable only to the transitional Services.

CEC may extend this period in writing where reasonably appropriate.

102. End of Responsibility After Migration Period

Once migration is complete or the applicable transition period expires, CEC may cease:

- hosting;
- Managed Website Care;
- monitoring;
- backups;
- maintenance;
- security management; and
- technical responsibility

for the website.

Client is thereafter responsible for its new environment and provider.

103. Licences and Accounts at Transition

At the end of the relationship, Client is responsible for obtaining:

- hosting;
- software licences;
- plugin licences;
- subscriptions;
- accounts; and
- other third-party Services

required for continued independent operation.

CEC will reasonably identify material agency-controlled licences Client is expected to replace.

104. Records After Termination

CEC may retain:

- contracts;
- proposals;
- scopes;
- approvals;
- invoices;
- business correspondence;
- project documentation;
- technical records;
- security records;
- acceptance records; and
- other business documentation

for reasonable legal, insurance, tax, accounting, security, operational and historical purposes.

105. Personal Information Retention

CEC will retain personal information only for as long as reasonably required for legitimate business or legal purposes.

When personal information is no longer reasonably required for those purposes, CEC may securely destroy or anonymize it in accordance with applicable law and CEC's privacy practices.

CEC may retain non-personal archival business records for longer periods where appropriate.

106. Former Website Backups

CEC is not required to maintain indefinitely an active, operational or restorable copy of a former Client website after Services end.

Client should rely on the migration package provided at transition and the systems operated by its new provider.

107. Inactive Websites and Accounts

A former Client may not indefinitely leave a website, account or other property within CEC-controlled infrastructure after Services end.

CEC may provide a reasonable deadline for migration or removal.

If Client does not cooperate after reasonable notice, CEC may:

- archive;
- disable; or
- remove

the affected property from active infrastructure, subject to applicable legal obligations.

108. Consulting and Training

CEC may provide consulting and training, including training relating to Apple devices and software used on Apple devices.

Training is intended to help Clients better understand and use their technology.

CEC does not provide general training for non-Apple hardware platforms unless expressly agreed.

109. Training Minimum

Training and consulting sessions have a minimum billable duration of thirty minutes.

This minimum recognizes that even a short session requires scheduling, preparation, context-switching and professional availability.

After the minimum, training may be billed based on actual session time in accordance with the applicable rate communicated to Client.

110. Email Consulting

Substantive consulting, investigation, research or professional advice provided by email outside a scheduled session may be billable where it requires meaningful professional time.

Ordinary scheduling or administrative emails are not intended to be treated as consulting Services.

111. Training Is Not Manufacturer Support

CEC training is not a substitute for:

- Apple technical support;
- hardware repair;
- data-recovery specialists;
- software-vendor support;
- warranty service; or
- specialist technical repair.

CEC does not guarantee that every hardware, software, account or data issue can be resolved during training.

CEC may recommend that Client contact Apple or another provider where appropriate.

112. Training Backups and Data Risk

Before CEC assists with an activity that could reasonably affect Client data, Client is responsible for maintaining an appropriate current backup.

CEC may help Client understand or configure backup systems, but CEC does not become the insurer of Client data.

Device, account, cloud and synchronization operations can involve risks outside CEC's control.

113. Training Data-Loss Limitation

CEC is not responsible for data loss arising from:

- pre-existing corruption;
- hardware failure;
- defective software;
- cloud-platform behaviour;
- synchronization problems;
- missing backups;
- Client actions; or
- other conditions outside CEC's reasonable control,

except to the extent directly caused by CEC's negligent conduct.

114. Training Cancellation and No-Shows

A Client who cancels or reschedules a training appointment with less than twenty-four hours' notice, or fails to attend a scheduled session, may be charged an amount equivalent to one hour of training.

CEC may waive the charge in reasonable circumstances at its discretion.

Repeated late cancellations, no-shows or payment issues may result in CEC declining future training Services.

115. Force Majeure

Neither party is responsible for delay or failure to perform caused by circumstances beyond its reasonable control, including:

- natural disaster;
- fire;
- flood;
- severe weather;
- war;
- terrorism;
- civil disturbance;
- governmental action;
- labour disruption;
- utility failure;
- widespread internet failure;
- critical telecommunications failure;
- major third-party platform outage; or
- cyber event not caused by the affected party's breach.

The affected party will use commercially reasonable efforts to resume performance.

Payment obligations for Services already provided are not excused.

116. Sanctions and Legal Restrictions

CEC may decline, suspend or terminate Services where reasonably necessary to comply with:

- sanctions;
- export restrictions;
- anti-money-laundering obligations;
- trade controls; or
- other applicable legal requirements.

CEC is not required to participate in a transaction it reasonably believes may expose CEC or its personnel to unlawful conduct.

117. International Clients

CEC may invoice international Clients in a mutually accepted currency.

Each party is responsible for ordinary charges imposed by its own financial institution or payment provider.

Taxes will be collected where CEC is legally required to collect them.

Client remains responsible for taxes or governmental obligations imposed specifically on Client in its jurisdiction.

118. Good-Faith Dispute Resolution

CEC and Client agree to make a genuine effort to resolve disputes commercially before beginning formal litigation.

A party raising a material dispute will first provide written notice explaining the issue.

The parties will then attempt good-faith negotiation between people with appropriate authority to resolve the matter.

119. Mediation

If negotiation does not resolve the dispute, either party may propose confidential mediation.

Unless otherwise agreed, mediation may take place:

- in Calgary, Alberta; or
- remotely using a mutually acceptable process.

The parties will cooperate reasonably in selecting an impartial mediator.

Nothing prevents either party from seeking urgent protective or injunctive relief where reasonably necessary to protect:

- confidential information;
- intellectual property;
- data;
- systems; or
- other rights requiring immediate protection.

120. Court Proceedings

If a dispute cannot be resolved through good-faith negotiation or mediation, either party may commence proceedings before a court with jurisdiction in Calgary, Alberta, subject to mandatory applicable law.

Where permitted by the court or applicable procedure, a party may request to participate remotely.

Nothing in these Terms requires an individual representative of CEC to travel unnecessarily where lawful remote participation is available and permitted.

121. Governing Law

The Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta, without regard to conflict-of-laws principles.

Where legally permitted, the parties submit to the exclusive jurisdiction of the courts located in Calgary, Alberta.

Mandatory laws that cannot lawfully be excluded continue to apply.

122. Contractual Notices

Client will maintain a current email address for contractual notices, referred to as the “Notice Email.”

Notices from CEC may be sent to:

- the Notice Email;
- Client’s principal decision-maker;

- another person Client has authorized to receive notices; or
- any combination of those contacts.

Client is responsible for telling CEC when the appropriate contact changes.

CEC's notice email is:

hello@creative-elements.ca

123. Electronic Delivery of Notices

The parties agree that contractual notices may be delivered electronically.

CEC may maintain records showing:

- recipient;
- email address;
- sending date;
- delivery status;
- message content;
- applicable Terms version; and
- related acceptance information.

An email notice is considered delivered when sent to the designated address unless CEC receives notice that delivery permanently failed, subject to applicable law.

CEC may resend an important notice through another known contact method if reasonably necessary.

124. Updates to These Terms

CEC may update these Terms from time to time to reflect changes in:

- law;
- Services;
- technology;
- security practices;
- industry standards;
- business practices;

- infrastructure;
- operating requirements; or
- contractual risk.

CEC will not use this provision as a mechanism to secretly impose arbitrary obligations without meaningful notice.

125. Minor and Administrative Changes

Minor changes that do not materially reduce Client rights or materially increase Client obligations may become effective when posted.

Examples may include:

- correcting typographical errors;
- clarifying wording without changing substance;
- updating contact information;
- reorganizing sections;
- improving readability; or
- reflecting a corporate or administrative change that does not materially affect Client.

126. Material Changes to These Terms

Where CEC makes a material change to these Terms, CEC will ordinarily provide at least thirty calendar days' advance notice before the change becomes effective for existing ongoing engagements.

CEC's notice will reasonably identify:

- the new version number;
- the effective date;
- the principal changes;
- the practical impact where material;
- how Client may review the complete updated Terms; and
- how Client may contact CEC with questions or concerns.

New Clients and new engagements may be subject to the version of these Terms identified and expressly accepted when the engagement begins without an additional thirty-day waiting period.

127. Client Feedback During Notice Period

CEC welcomes reasonable questions and feedback during the notice period.

CEC will consider material Client concerns in good faith.

The existence of a review period does not obligate CEC to individually negotiate a different master agreement for every Client.

128. Acceptance of Updated Terms

Where Client does not reject materially updated Terms before their effective date and, after that effective date, Client affirmatively continues the relationship by:

- requesting Services;
- permitting recurring Services to continue;
- approving work;
- paying for ongoing Services;
- signing a new SOW or proposal;
- requesting additional work;
- renewing Services; or
- otherwise continuing to receive or use affected CEC Services,

that continued conduct will constitute acceptance of the updated Terms to the extent permitted by law.

CEC does not rely solely on Client's silence or failure to reply to an email before the effective date as the acceptance event.

Client will be given a reasonable opportunity to review material changes and communicate any concerns before they take effect.

129. Right to Reject Material Updates

If Client does not agree to a material update, Client must notify CEC before the new version becomes effective.

CEC will not require Client to continue Services under Terms Client has expressly rejected.

Instead, the affected Services may be terminated in accordance with the Agreement.

Where website hosting or management is affected, the transition provisions in these Terms apply.

130. Initial Adoption of Version 2026.1 by Existing Clients

Version 2026.1 is published on September 1, 2026.

For Clients whose ongoing relationship with CEC began before that date, CEC will provide notice of Version 2026.1 and a review period through September 30, 2026.

Version 2026.1 will become applicable to existing ongoing engagements beginning October 1, 2026, where Client expressly accepts Version 2026.1 or, after that date, affirmatively continues the affected relationship in the manner described in Section 128 without having rejected the updated Terms.

CEC may offer an electronic acceptance form through which an authorized Client representative can expressly accept Version 2026.1.

CEC may record:

- signer name;
- business email address;
- telephone number;
- company name;
- title;
- confirmation of authority;
- exact Terms version;
- effective date;
- acceptance date and time;
- electronic signature; and
- related technical acceptance records.

Existing Clients are encouraged, but are not required in every case, to use the electronic acceptance form where acceptance may otherwise be established under the Agreement through continued conduct.

Where an existing Client rejects Version 2026.1 before October 1, 2026, the affected Services may be concluded or transitioned in accordance with these Terms and any previously applicable agreement.

131. Electronic Signatures and SOW Acceptance

The parties consent to conducting business electronically.

Electronic signatures, including signatures created using a touchscreen, mouse, trackpad or comparable electronic method, may be used to accept the Agreement.

Electronic acceptance may also be evidenced through:

- required Terms-acceptance checkboxes;
- electronic proposal acceptance;
- Dropbox Sign or another electronic-signature platform;
- CEC's online Terms acceptance form;
- email approval; or
- other electronic acts demonstrating an intention to agree.

Where an SOW or proposal identifies a particular version of the CEC Master Terms and requires Client to check a field confirming acceptance of that version before signing, the completed electronic signature record constitutes evidence of Client's express acceptance of the identified version.

An Agreement will not be denied effect merely because it is maintained or accepted electronically.

132. Terms Versioning

CEC may assign each material version of these Terms a unique version number and effective date.

CEC may maintain:

- the current version;

- archived prior versions;
- PDF copies;
- change summaries;
- notification records;
- electronic acceptance records; and
- related evidence

reasonably necessary to establish which version applied to a Client.

133. Version Archive

CEC may maintain a public or internal archive of prior Terms versions.

The version identified as effective when an SOW is accepted or when Services continue will apply unless a later version subsequently becomes effective in accordance with these Terms.

134. Integrity of Electronic Acceptance Records

CEC may retain acceptance records in multiple locations or formats for evidentiary, backup and business-continuity purposes.

CEC may preserve:

- the submitted web-form entry;
- signature record;
- confirmation email;
- PDF of the applicable Terms;
- acceptance timestamp;
- form-entry identifier;
- notification history; and
- related metadata reasonably necessary to demonstrate acceptance.

135. Relationship of the Parties

CEC is an independent contractor.

Nothing in the Agreement creates:

- employment;
- partnership;
- joint venture;
- fiduciary relationship; or
- agency

between CEC and Client.

Neither party may bind the other except where expressly authorized.

136. Assignment

Client may not assign the Agreement without CEC's written consent, which will not be unreasonably withheld in connection with a legitimate corporate reorganization or sale of Client's business where the successor agrees to assume the Agreement.

CEC may assign the Agreement in connection with:

- corporate reorganization;
- merger;
- acquisition;
- sale of relevant assets; or
- succession of CEC's business.

137. Severability

If a provision of the Agreement is found invalid or unenforceable, the remainder of the Agreement will continue in effect to the extent legally possible.

The invalid provision will be interpreted as narrowly as legally appropriate to preserve the parties' lawful commercial intention where permitted by law.

138. No Waiver

A party's failure or delay in enforcing a provision does not waive:

- that provision;
- a later breach; or
- another right.

A waiver applies only to the specific circumstance for which it was given unless expressly stated otherwise in writing.

139. Survival

Provisions intended by their nature to continue after termination will survive, including provisions concerning:

- payment;
- confidentiality;
- intellectual property;
- indemnification;
- limitations of liability;
- records;
- dispute resolution;
- governing law; and
- transition obligations.

140. Entire Agreement

The Agreement constitutes the complete agreement between CEC and Client concerning its subject matter.

It replaces prior discussions, representations or understandings concerning that subject matter except for obligations expressly preserved in an applicable SOW or other binding written agreement.

An informal conversation, historical accommodation or prior practice does not permanently amend the Agreement unless CEC and Client expressly agree to that amendment.

141. Headings

Section headings are included for readability and organization.

They do not limit or expand the substantive meaning of the provisions.

142. Interpretation

Words such as “including” or “includes” mean “including without limitation” unless the context clearly requires otherwise.

References to a party include its lawful successors and permitted assigns.

Where the context requires, singular terms include the plural and vice versa.

143. Questions About These Terms

CEC wants its contractual expectations to remain clear, reasonable and understandable.

Questions, concerns or notices relating to these Terms may be directed to:

Creative Elements Consulting Inc.

Calgary, Alberta, Canada

hello@creative-elements.ca

Creative Elements Consulting Inc. — Master Terms and Conditions

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