



Terms and Conditions of Creative Elements Consulting Inc.

ARCHIVED VERSION – EFFECTIVE THROUGH AUGUST 31, 2026

ARCHIVAL NOTE

This document is an archived copy of the Terms and Conditions that applied through August 31, 2026. It is retained for historical reference. The legal wording that follows is reproduced without alteration and is not a current statement of terms.

Please read these Terms and Conditions carefully as they govern any products or services offered by Creative Elements Consulting Inc.

DEFINITION OF TERMS

“Agency,” “we,” “us,” or “our” means **Creative Elements Consulting Inc. of Calgary, Alberta, Canada.**

“Client,” “you,” “your” means the person or entity entering this Agreement. **“Services”** means all strategy, design, development, hosting, maintenance, training, and marketing activities we perform for Client.

Website – a collection of web pages and associated code, which forms an integrated online presence.

Domain Name: the URL linking to the website (e.g. www.example.com).

Email: a virtual mailing address that allows a person to send and receive electronic messages through a server.

Downtime: time when the website is not accessible via the Internet.

Host: the company on whose system the website physically resides.

Link, Hyperlink: a 'clickable' link embedded on a web page, which may take the form of graphics or text.

Search Engine: a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Search Engine Optimization (SEO): a collection of tools and practices used to optimize the chances of a website to be found by a specific audience according to a variety of criteria.

Content Management System (CMS): a platform allowing the client to update part or all of the website's content.

Proposal: a document that outlines the solutions offered by Creative Elements Consulting Inc. to fulfill the client's needs.

Statement Of Work (SOW): a document that makes the proposal official and adds any other relevant details the client has requested. This is the contract binding the client and Creative Elements Consulting Inc.

Change Order (CO): an amendment to the SOW (contract) to extend the scope of the project. This usually involves a project timeline extension and/or added investment.

IMPORTANT

Before entering into any contract with Creative Elements Consulting Inc, you will be required to acknowledge and agree to these Terms and Conditions. Your continued use of our services means you're agreeing to these Terms and Conditions and all future updates. Should you have any questions, please [contact us](#).

We reserve the right to update these Terms and Conditions at any time without prior notice and for any reasons.

We recommend that you periodically check these Terms and Conditions for updates.

INVESTMENT

Website Design

Prior to initiating the design of a website, 50% (fifty per cent) of the total investment presented within the Statement Of Work must be paid to Creative Elements Consulting Inc. The next 25% (twenty five per cent) is due when the review of the “Design Phase 2” has started and the remaining 25% (twenty five per cent) must be paid to Creative Elements Consulting Inc. when the website is launched. Creative Elements Consulting Inc. reserves the right to withhold the complete project until all due monies are paid.

Website Maintenance

Website maintenance is based on a monthly plan described in the Statement Of Work.

Creative Elements Consulting Inc. reserves the right to modify what’s included in such plan and the related investment according to the evolving needs of the client.

Training/Consulting Session

A training/consulting session is based on an hourly rate. The rate can be provided by Creative Elements Consulting Inc. upon request.

Website Hosting Service

The website hosting service is a yearly investment, its details are within the Statement Of Work. It starts at the signature of the Statement Of Work and it’s non refundable.

Digital Marketing

The digital marketing plans (“Marketing 360”, “M360”, “marketing plan” or equivalent meaning) are based on a monthly investment. They don’t include any paid ad spend. Details of the plans and their investment can be provided by Creative Elements Consulting Inc. upon request.

DISCLAIMERS

Third Parties

Creative Elements Consulting Inc. cannot be liable for services provided by third parties through us or otherwise, including the hosting of the client’s website and any specific plugins used to implement a feature requested by the client. However, Creative Elements Consulting Inc. is committed to ensuring that

the website downtime is kept to a minimum and that each plugin is always up-to-date and as compatible as possible. Should a plugin cease to be updated by its developer, Creative Elements Consulting Inc. will strive to find an alternative.

Website Hosting

The hosting period, for invoicing purposes, starts at the signature date of the Statement Of Work and renews every year at the anniversary date. The hosting doesn't start when the website is "live" but when the team at Creative Elements Consulting starts designing and developing it on our servers. For security and confidentiality reasons, Creative Elements Consulting can't provide access to our servers to any clients nor third parties.

Website Maintenance and Correction of Errors

Creative Elements Consulting Inc. cannot be liable for the functionality or maintenance of the website after the project has been completed unless the client has agreed to invest in a monthly website maintenance plan. Due to the technical nature of a website, a monthly maintenance plan is required to ensure it's always backed up, updated, secure, functional and delivers the expected user experience. Website monthly maintenance plans can't be offered to be performed neither every other month nor for longer intervals in order to avoid potential performance and security issues that would affect the website. Errors (both technical and typographical) attributable to Creative Elements Consulting Inc. will be corrected free of charge, but Creative Elements Consulting Inc. reserves the right to charge a fee for correction of errors for which Creative Elements Consulting Inc. is not responsible, including, but not limited to malicious modification of the website by a third party (hacked website), typographical errors contained in materials provided to Creative Elements Consulting Inc. by the client, any modifications made by the client or issues directly related to or caused by the hosting company.

Website Warranty Period

After the launch date of the website, Creative Elements Consulting will provide a two-week warranty period where any omissions or issues within the agreed-upon scope of work detailed in the signed Statement Of Work (SOW) will be fixed by Creative Elements Consulting free of charge. After the warranty period, the ongoing monthly website maintenance plan described within the "Ongoing Support" section of the Statement Of Work will start. Any future requests of changes, improvements, modifications will be scoped for work and billed at our standard hourly rate, provided within the Statement Of Work. If the changes requested represent less than two hours of work at a time, we will simply bill at our hourly rate. Should the Client's request require more than two hours and/or a new plugin/software to reach their objectives, we will scope the resources and submit them to the Client for approval before commencing work. Certain scope of work may not represent the number of hours worked but rather the required

resources to reach success. While we endeavour to scope resources as accurately as possible, some requests may not allow us to do so due to their complexity. In such situations, we will still bill the resources required for us to reach your objectives.

Content Management System (CMS)

Due to the confidentiality of the information that resides on Creative Elements Consulting Inc's servers and the level of security that Creative Elements Consulting Inc has implemented, Creative Elements Consulting Inc can't provide access to another company or individual to maintain the website.

Maintenance must be provided by the Creative Elements Consulting Inc's team.

Creative Elements Consulting Inc will not provide "Admin" level permissions to a client on their website to protect the integrity and security of the website and to better support the client's needs. The Creative Elements Consulting Inc's support team is available should a client need specific changes or improvements made that require such "Admin" access level and will be better positioned to determine the resources and course of action to reach the client's objectives. This is non-negotiable.

Search Engine Optimization (SEO)

Creative Elements Consulting Inc. is committed to setting up an industry-standard SEO solution for any website designed. However, due to the ever changing nature of SEO practices and the numerous factors to take into consideration, Creative Elements Consulting Inc. cannot guarantee such website to be found on the first page of a Google (or any other search engines) search for any specific chosen keywords. To go beyond the SEO foundation included in all website design projects, Creative Elements Consulting Inc. provides monthly digital marketing plans. The details can be provided by Creative Elements Consulting Inc. upon request.

Website Security

Creative Elements Consulting Inc. is committed to implementing high-security features to protect each website it designs. However, due to the nature of internet technologies and the practices used by hackers, Creative Elements Consulting Inc. cannot guarantee a website to be 100% secure. Successful attacks by hackers are unlikely but can happen to any website owned by any company at any time, regardless of the level of security applied. Creative Elements Consulting Inc. provides monitoring and security improvements through the monthly website maintenance plan to help prevent attacks.

Consequential Loss

Under no circumstances will Creative Elements Consulting Inc. be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of the software used to develop the website. The client should ensure that data on their website is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure. Should the client subscribe to the comprehensive monthly website maintenance plan (required when signing a contract with us), Creative Elements Consulting Inc. will perform daily backups of the website's files and database under such plan and implement tools for recovering the website as a contingency plan.

Status and Duration of Proposals

Proposals are valid for a specific period of time and the deadline is written on them. Creative Elements Consulting Inc. is not bound to honour proposals that have expired. Proposals are not legally binding until both parties have agreed to the scope, the investment and a project timeline for the project. When the client agrees to the details contained within a proposal, Creative Elements Consulting Inc. turns such proposal into a Statement Of Work (SOW). A Statement Of Work is a legal contract binding both the client and Creative Elements Consulting Inc. for the project described within such Statement Of Work.

Email Accounts

Creative Elements Consulting Inc. does not offer any email account services on its servers. We do offer the implementation of email accounts through a third party email provider named Google Workspace (Gmail for professionals). Should the client choose Google Workspace as their new email accounts provider, Creative Elements Consulting Inc. will help the client implement the email accounts on this platform. Creative Elements Consulting Inc. does not offer the implementation of any other email account providers besides Google Workspace. While Creative Elements Consulting Inc. will take every reasonable precautions to perform the email accounts transfer from the client's previous email provider to Google Workspace using the platform's migration tools in the safest manner to avoid any information loss, Creative Elements Consulting Inc. cannot be liable for a loss of emails, email-related information or malfunctioning email backups.

Digital Marketing

Creative Elements Consulting Inc may refer to a "Digital Marketing Plan", a "Marketing 360 Plan", an "M360 Plan" or similar terms to describe the marketing plan it has created to help the client succeed. Such plan includes a variety of initiatives leveraging diverse tools and strategies to help reach the client's marketing objectives. Due to the nature of business and marketing in general and due to the client controlling many aspects of the quality of their services/products, the sales process, the customer service & satisfaction and all other related topics, Creative Elements Consulting Inc cannot possibly guarantee any specific results

for the client. However, owing to its extensive experience and expertise, Creative Elements Consulting will endeavour to leverage everything at its disposal to reach the client's expected performance and go beyond.

It is crucial for the client to understand that marketing takes time, patience, creativity, investment and a lot of testing to determine what may generate the best possible results as per the client's objectives within the available budget. Creative Elements Consulting Inc recommends committing to a minimum of a year performing diverse marketing initiatives to gather enough marketing intelligence (data) and account for any potential seasonality in order to determine an accurate marketing Return On Investment. Determining such marketing Return On Investment requires the client to provide all necessary data related to the conversion of their leads and the sales amount or lifetime value.

While Creative Elements Consulting Inc will endeavour to reach the highest possible results within the budget and resources available to the client, Creative Elements Consulting Inc cannot be held responsible nor liable for any consequential loss of revenue or any other issues arising from performing the agreed-upon marketing initiatives.

TRAINING/CONSULTING

Consequential Loss

Under no circumstances will Creative Elements Consulting Inc. be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of the software used during a Training/Consulting session. The client should ensure that data on their devices is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure. Creative Elements Consulting Inc. will not facilitate a training/consulting session that involves actions including but not limited to accessing, moving, updating and deleting the client's data if the client hasn't performed a backup at least two days prior to such training session.

COMPLETION OF WORK AND PAYMENT

WEBSITE DESIGN

Supply of Content

The client must supply all content and information required for Creative Elements Consulting Inc. to complete the work in accordance with the agreed upon specifications. Such content may include, but is not limited to, photographs, written copy, logos and other materials. Where the client's failure to supply

such content leads to a delay in the completion of the work, Creative Elements Consulting Inc. may extend previously agreed deadlines for the completion of the work.

Completion of Work

Creative Elements Consulting Inc. will complete the work in accordance with its Terms and Conditions to the specifications detailed in the Statement Of Work. A website design project is deemed complete the day the website is launched. After the launch date of the website, we will provide a two-week warranty period where any omissions or issues within the agreed-upon Statement Of Work will be fixed by Creative Elements Consulting free of charge. After the warranty period, the required ongoing monthly website maintenance plan will start.

Approval of Work

As per the website design process described within the Statement Of Work, the client has three opportunities to provide feedback. Once the website is launched, work cannot subsequently be rejected, and the contract will be deemed to have been completed and fulfilled and the payment of the remaining balance will be due.

Rejected Work

If the client rejects the work after the website's launch, or will not approve subsequent work performed by Creative Elements Consulting Inc. to remedy any points reported by the client as unsatisfactory, and Creative Elements Consulting Inc. considers that the client is unreasonable in their repeated rejection of the work, the contract will be deemed to have expired and Creative Elements Consulting Inc. reserves the right to take legal action to recover both payment for the completed work and expenses/legal fees incurred in recovering payment from the client.

Payment

Upon the website's launch, Creative Elements Consulting Inc. will invoice the client for the remaining balance to pay which is to be paid by the client within three days from the date notification was issued. All completed work must be paid in full before additional work commences.

Remedies for Overdue Payment

If a payment has not been received by its due date, Creative Elements Consulting Inc. reserves the right to suspend ongoing work for the client, until such time that full payment of the outstanding balance has been received. If the full payment has still not been received by the due date, Creative Elements Consulting Inc. reserves the right to replace, modify or remove the website and revoke the client's licence

of the work until full payment has been received. By revoking the client's licence of the work or removing the website from the server, Creative Elements Consulting Inc. does not remove the client's obligation to pay any outstanding monies owing.

TRAINING/CONSULTING

Remedies for Overdue Payment

If payment has not been received by the due date, Creative Elements Consulting Inc. will send up to three late payment reminders. If payment has still not been received upon the third late payment reminder, Creative Elements Consulting Inc. reserves the right to suspend ongoing work for the client, until such time that full payment of the outstanding balance has been received. Should the client repeatedly pay invoices late and abuse the use of all three late payment reminders, Creative Elements Consulting Inc. reserves the right to request an advance payment for future training/consulting sessions before any new session can be facilitated.

No-show/Late Cancellation Fees

A minimum training duration of two hours is required when a client books an onsite training/consulting session.

If the client doesn't show up to such session, a "no-show fee" equivalent to one hour worth of training/consulting session will be invoiced to the client.

A minimum of 24h notice is required to cancel a training/consulting session (onsite or online). For late cancellations, a fee equivalent to one hour of training/consulting session will be invoiced to the client. Creative Elements Consulting Inc. uses a timer to keep track of the duration of a training session to the minute. If the client is late for the training/consulting session, the timer will still start at the time agreed upon at the time of booking and such time will be billable to the client.

INTELLECTUAL PROPERTY

Reproduction of Work

The word "work" hereby represents any original work created for the client by Creative Elements Consulting Inc. and includes but is not limited to: company logo, letterhead template design, proposal/statement of work template design, business card design, graphic icons or other graphic elements and website design. The client assumes full reproduction rights upon payment for a completed project.

Creative Elements Consulting Inc. retains personal rights to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of Creative Elements Consulting Inc.'s business. Where applicable the client will be given any necessary credit for usage of the project elements.

Proposals and Statements Of Work

Proposals and Statements Of Work created by Creative Elements Consulting Inc. to potential clients should be treated as trade secrets and remain the property of Creative Elements Consulting Inc. Such items or the information contained within them must not be passed on to third parties or publicly disseminated without prior written authorization from Creative Elements Consulting Inc. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

Warranty by Client as to Ownership of Intellectual Property Rights

The client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Creative Elements Consulting Inc. for inclusion on the website. The client shall regard the conclusion of a contract between Creative Elements Consulting Inc. and the client as a guarantee that all such permissions and authorities have been obtained and that the inclusion of such material on the website would not constitute a criminal offense or civil offense. By agreeing to these Terms and Conditions, the client removes the legal responsibility of Creative Elements Consulting Inc. and indemnifies the same from any claims or legal actions however related to the content of the client's site.

Domain Name

The domain name used by Creative Elements Consulting Inc. to design the client's website will always belong to the client. The client agrees to indemnify Creative Elements Consulting Inc., including any incidental costs, against any claims that a domain name applied for, or obtained, violates the intellectual property rights of a third party. The client warrants that the domain name sought is not a trademark of any third party.

Licensing

Once Creative Elements Consulting Inc. has received full payment of all outstanding invoices and the client has approved the work hereof, the client will be granted a licence to use the website and its contents. Artwork created for the website by Creative Elements Consulting Inc. or its suppliers will then belong to the client. Creative Elements Consulting Inc. selects professional plugins to achieve the client's objectives. For some of these plugins, Creative Elements Consulting Inc. holds "professional" or "developer" licences (or named in a similar way) that provide access to a plethora of features to offer to the client. As a token of appreciation for the client's business, Creative Elements Consulting Inc. may offer the use of such licences

at an attractive discount for the first year from the date a website design project starts and may offer complimentary yearly renewals (depending on the plugin) for as long as the collaboration between the client and Creative Elements Consulting Inc. remains active. In the event the collaboration between the client and Creative Elements Consulting Inc. were to end, the client would be responsible to purchase their own licences for all the plugins Creative Elements Consulting Inc. holds “professional” or “developer” licences (or named in a similar way). This is not negotiable.

Promotional Links

By entering into a website design or a digital marketing contract with Creative Elements Consulting Inc, the client agrees to display some promotional links in the footer of their website that redirect to certain pages of Creative Elements Consulting Inc’s website. The purpose is to showcase Creative Elements Consulting’s portfolio and provide an easy way for potential similar clients to find out the author of the work performed. Creative Elements Consulting Inc. reserves the right to update these links at any time and for any reasons. These links are required, this is non-negotiable.

Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Creative Elements Consulting Inc. or its suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Creative Elements Consulting Inc. Unless previously agreed otherwise in writing, no modifications may be made by the client or any third party to code to which Creative Elements Consulting Inc. or its suppliers owns the copyright. Creative Elements Consulting Inc. acknowledges the intellectual property rights of the client. Information passed in written form to Creative Elements Consulting Inc., and that the client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the client.

LIMITATION OF LIABILITY

Our aggregate liability for any claim arising under the agreement with the Client shall not exceed the lesser of (a) CAD \$5,000 or (b) the fees paid by Client under the SOW giving rise to the claim. In no event are we liable for indirect, special, incidental, punitive, or consequential damages, including lost profits, data, or goodwill.

INDEMNIFICATION

Client shall defend and indemnify us against any third-party claim arising from (i) Client content, (ii) misuse of the Deliverables, or (iii) breach of these Terms and Conditions.

RIGHTS AND RESPONSIBILITIES

Right to Terminate

Creative Elements Consulting Inc. reserves the right to refuse or break a contract without prior notice, if it is believed that the client, their website, or any material is illegal, immoral or otherwise unacceptable.

Creative Elements Consulting Inc. reserves the right to break a contract at anytime without prior notice if it is believed that the project is deemed unviable. Any monies related to tasks already performed up to that point will be due.

End of Collaboration

Website

Should Creative Elements Consulting Inc. or the client decide to end the collaboration between both parties, and the collaboration involved the design and regular maintenance of a website, Creative Elements Consulting Inc. is committed to good business practices and will help the client transfer the entire website to their new web designer. The client will be responsible for the payment of the work required to perform the migration and will be billed per hour. In an “end of collaboration” situation, the client will be required to pay the migration work and settle all due invoices at the time before any migration work or any related tasks can commence. The hosting service is non-refundable. If the collaboration between Creative Elements Consulting and the client ends before the hosting renewal date, any remaining time within the yearly hosting service will not be refunded. Creative Elements Consulting Inc. selects professional plugins to achieve the client’s objectives. For some of these plugins, Creative Elements Consulting Inc. holds “professional” or “developer” licences (or named in a similar way) that provide access to a plethora of features to offer to the client. As a token of appreciation for the client’s business, Creative Elements Consulting Inc. usually offers the use of such licences at an attractive discount for the first year from the date a website design project starts and tends to offer complimentary yearly renewal (depending on the plugin) for as long as the collaboration between the client and Creative Elements Consulting Inc. remains. In the unlikely event the collaboration between the client and Creative

Elements Consulting Inc. were to end, the client would be responsible to purchase their own licences for all the plugins Creative Elements Consulting Inc. holds “professional” or “developer” licences (or named in a similar way). This is not negotiable.

Marketing

Should Creative Elements Consulting Inc. or the client decide to end the collaboration between both parties, and the collaboration involved performing marketing initiatives, Creative Elements Consulting Inc. is committed to good business practices and will help the client transfer all marketing assets to the new marketing agency. The client will be responsible for the payment of the work required to perform the migration of all assets and will be billed per hour. In an “end of collaboration” situation, the client will be required to pay the migration work and settle all due invoices at the time before any migration work or any related tasks can commence. A month started is a month due in terms of the marketing plan the client has agreed to and will be due in full even if the end of collaboration occurs only a few days after the beginning of the month due to the resources Creative Elements Consulting would have already involved at the end of the previous month to create some of the marketing assets for the following month.

Access to Creative Elements Consulting Inc. server(s)

For security and confidentiality purposes, and to protect all clients on our server(s), access to any parts of the server(s) such as Cpanel won't be provided to anyone outside of Creative Elements Consulting Inc's team. In an “end of collaboration” situation with a specific client, Creative Elements Consulting Inc. will commit to prepare all the website files, database and any other pertaining information to be shared in a timely manner (provided all due invoices have been settled beforehand) with the client for a successful website migration to another web design company of their choice. This is not negotiable.

Events Beyond the Control of Creative Elements Consulting Inc.

Creative Elements Consulting Inc. will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Creative Elements Consulting Inc.

Supply and Pricing of Services

Creative Elements Consulting Inc. reserves the right to use whomever it reckons appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

CHANGES TO OUR TERMS AND CONDITIONS

Occasionally, Creative Elements Consulting Inc. may, at their discretion, make changes to these Terms and Conditions. Should Creative Elements Consulting Inc. makes significant changes to these Terms and Conditions, Creative Elements Consulting Inc. will post them on this page and notify all of their clients. The client's continued use of Creative Elements Consulting Inc.'s services after the changes have been made and being notified of such changes will constitute the client's acceptance of the changes.

END OF ARCHIVED DOCUMENT

EFFECTIVE THROUGH AUGUST 31, 2026