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"Marketing, Advertising, Design & Printing Services"

Website Design & Setup	Website Monthly Service	Reputation Management
<p>\$1,499 <i>one time</i></p> <p>Establish your online presence and build credibility with a professional, search-optimized website, customized specifically for your small business.</p> <p>Includes: Initial Consultation In-depth Research Industry Best Practices Professional Site Design Includes up to the first 6 pages* Professional Stock Photography Mobile Optimization Content & Copywriting Connect Social Media Profiles Search Engine Optimization Cross Browser Testing Connect Your Domain Personalized Marketing Strategy</p> <p><small>* Additional pages: \$200 each</small></p> <p>Get Started Now</p>	<p>\$99 /month</p> <p>The monthly Hosting & Maintenance service fee is required for all websites to be accessible online. Includes monthly updates, & site security to keep your website looking great, up-to-date and functioning properly.</p> <p>Includes: Worry-Free Cloud Hosting SSL Certificate Desktop, Tablet & Mobile Optimization Cross Browser Testing Real-Time Traffic Stats Site Login Credentials Make Your Own Updates or We Make Updates for You Royalty Free Photo Subscription Access Reliable Local Support Search Engine Submission Local Online Business Directory Listing Ongoing Business Consultation, Marketing Strategies, & Advice Discount Printing & Design Services</p> <p>Get Started Now</p>	<p>\$99 /month</p> <p>Let us monitor your online reviews. Don't let bad or negative online customer reviews destroy your business. Protect your reputation by monitoring your brand, deflecting negative reviews and increasing positive reviews.</p> <p>Includes: Reputation Assessment Review Monitoring Google, Facebook, Yelp Daily Reputation Reports Automatic Email Notifications Review Request Form Deter Negative Reviews Increase 5-Star Reviews Promote on Social Media Review Response Coach</p> <p>Get Started Now</p>

\$99/month Hosting & Maintenance Package Includes:

- 99.999% uptime - super secure cloud computing services powered by industry leaders Rackspace and AWS.
- We have multiple redundancies and do regularly scheduled back-ups for added security.
- Includes minor monthly website maintenance & revisions.
- Includes SSL Certificate providing authentication and encrypted connection to load on a 256-bit encrypted https: connection. Search engines flag sites without SSL certificates we provide them included in your package.
- Automated daily database backups are stored for 20 days.
- All inbound network traffic is restricted by firewall.
- Security updates are automatically applied to servers to protect against known security issues.

- Passwords are automatically hashed to prevent hacking.
- SEO Sitemap submission to Google and Bing to index your website-providing valuable website information for online Searches and your site rankings within search results.
- Ongoing website traffic analytics*
- Antivirus & Malware Protection - Web application is regularly updated to address vulnerabilities.

Breaking down the Monthly Hosting and Maintenance Charge and what it's all about:

1. Reliable Worry-Free Hosting and Uptime

- "The \$99/month fee includes reliable and secure hosting for your website with 99.999% uptime. This means your website will be available to visitors 24/7, with minimal downtime. We ensure your website is hosted on powerful servers that provide fast load times and can handle high traffic volumes, enhancing the user experience."

2. SSL Certificate Included

- "We take security very seriously, which is why all the sites we build on our platform are automatically issued an SSL Certificate so they can load on a 256-bit encrypted https: connection. Search engines flag sites that do not have SSL certificates, and we provide them to our clients at no additional charge. This is an extremely valuable feature that other companies will charge extra for.

In addition, we use the following security measures to protect our sites, account users, and prevent malicious behavior.

3. Network and Data Communication

- "Remote access requires key-based authentication.

4. Antivirus & Malware Protection

- Web application is regularly updated to address vulnerabilities.

5. Access Control & Added Security

- All inbound network traffic is restricted by firewall.
- Security updates are automatically applied to servers to protect against known security issues.
- Passwords are automatically hashed to prevent hacking.
- Our website activities are based on super secure cloud computing services provided by Rackspace.

6. Security and Protection

- "Website security is crucial in protecting your data and your visitors' information. We use the following security measures to protect its sites, account users and prevent malicious behavior.

WEThe monthly fee covers regular security updates, firewall protection, and monitoring for potential threats. We implement measures to prevent hacking, malware, and other cyber threats, giving you peace of mind."

7. Facebook Business Feed

- "We embed your Facebook Business Feed into your website to connect visitors with your social media activity. This direct feed displays your latest posts, photos, and videos directly to your website, allowing visitors to see your business's latest content and keeping them informed about your activities and updates without needing to leave your website to visit Facebook."

8. Facebook Banner & Profile Images

- "We create branded Facebook Banner & Profile images to ensure Continuity of design & Consistency of branding which is crucial in establishing a strong online presence, brand recognition, fostering trust, credibility, and

building loyalty Staying consistent helps to ease the user's experience and eliminate confusion from one platform to the other."

9. Desktop, Tablet, & Mobile Optimization

- "Mobile optimization ensures your website looks good and functionally operates on all platforms. It is the process of improving your website to provide a better experience for smartphone and tablet users. Mobile optimization is important because most internet traffic comes from mobile devices. Optimizing your site for mobile users makes it easier and more enjoyable for them to engage with your website and improve the user experience (UX). This can lead to higher engagement and conversion rates, lower bounce rates, and more return visitors.

10. Cross Browser Testing

- "Cross-browser testing is vital for ensuring website compatibility regularly across various web browsers. This ensures a seamless user experience, and that websites and web applications function uniformly across different browsers and devices. This testing process is crucial to maintain consistency and performance, ultimately enhancing user satisfaction and reducing usability issues."

11. Search Engine Site Submission

- "The process of informing search engines about a website and its web pages is known as search engine submission, it is especially important for new websites or those with low online visibility. We submit your website to the major search engines. When we submit your website, search engines index its content, making it easier for people to find when they search for relevant topics. It improves the chances of your website appearing in search results, helps to improve your ranking, increase online visibility, and for driving more traffic. It entails providing search engines with a website's URL and pertinent data so they may index and show the website in search results. Other benefits include: enhanced exposure, improved positioning, faster indexing, trust building."

12. Regular Updates and Maintenance

- "Just like any software, websites need regular updates to stay functional and secure. We handle all the necessary updates to the website's software, plugins, and systems. This ensures compatibility with new browser versions and devices, prevents issues, and keeps everything running smoothly."

13. Backups and Data Recovery

- "Included in the fee is a robust backup system. We perform regular backups of your website, so if anything goes wrong—such as accidental deletions or data loss—we can quickly restore your website to a previous state, minimizing downtime and potential loss of information."

- Static resources are stored in version control across multiple locations.
- Automated daily database backups are stored for 20 days.

14. Site Login Credentials

- "We include minor changes, updates and revisions in our monthly plan where we make website changes for you. When clients have an abundance of ongoing changes, or prefer to make their own changes, they have the option to login and make changes to their website on their own utilizing the dashboard login credentials. Doing so will allow them to make changes to their individual website on their own.

15. Real Time Traffic Statistics

- "This powerful feature shows you real time statistics for how many people are visiting your site and how it's performing in search engines. Improve your site's performance in search engines (SEO) by monitoring the Stats page and discovering which pages are most popular, and where the site traffic is coming from, among other useful metrics that include:

- **Unique Visitors** - Individuals, or unique computer ip addresses, that have visited the site.
- **Visits** - Number of times all of your Unique Visitors have collectively visited the site.
- **Page Views** - Number of times all of the different pages on the site have been accessed.

- **Pages / Visit** - Average number of pages people view when they visit your site.
- **Total Time** - Total time spent on the site across all visitors.
- **Average Time** - Average time spent on your site per visit.
- **Bounce Rate** - Percentage of people who leave your site after viewing only the homepage.
- **Most Viewed Pages** - The most viewed pages of your site.
- **Inbound Links** - Top external sites that have referred visitors to your site.
- **Traffic Sources** - The means by which people come to your site.
- **Activity and Mobile Engagement** - How people are interacting with your site, especially on mobile devices.
- **Location Map Views** - The number of times the map in the reference panel/footer is viewed.
- **Hours of Operation Views** - The number of times the hours of operation in the reference panel/footer are viewed.
- **Contact Form Submissions** - The number of times any and all email contact forms on the site have been filled out and successfully submitted.
- **Tap-to-Call Actions** - The number of times users have tapped the phone number displayed on the site to place a call.
- **Mobile Site Visits** - The number of times users have visited this site from a smaller screen (mobile) device.

16. Royalty Free Image Subscription Access

- "Our software includes embedded subscriptions to over 10 Million Royalty Free photos, videos and images that are free to use. This offers our clients the ability to do a quick search for specific professional images to upload to their website at no additional cost whenever they choose."

17. Technical Support and Customer Service

- "Our fee includes access to expert technical support. Whether you encounter an issue or have questions, our team is available to assist you promptly. This support covers troubleshooting, guidance on using features, and quick resolution of any problems, ensuring your website is always in top shape."

18. Performance Monitoring and Optimization

- "We continuously monitor your website's performance, including speed and functionality. If there are any slowdowns or issues, we take proactive steps to optimize the website, ensuring it delivers a smooth and fast experience for your visitors."

19. Value for Money

- "When you consider the costs of separate hosting, security, backups, updates, SSL certificate, and support services, the \$99/month fee is a cost-effective solution that bundles everything you need. It saves you time and effort, as we handle all the technical aspects, allowing you to focus on your business."

20. Future-Proofing Your Website

- "Technology evolves quickly, and part of our service includes keeping your website up-to-date with the latest industry standards and technologies. This future-proofing ensures your website remains relevant, functional, and competitive over time."

21. Consulting & Knowledge Resource

- "We have a passion for small business and our 30 years of experience in marketing & design communications offers a knowledge base of information and strategies to benefit small business owners that we love to share. We are available for consulting regarding your website, business and marketing strategies, questions & advice

whenever you needs us at no additional cost. It's important to us for you to be successful. When you are successful, we are successful."

22. Discount Full-Service Printing & Design Services

- "We specialize in Website Design, Graphic Design, and Full-Service Printing for all your digital, online, and printed needs. Our focus is in providing professional branding, website design, both digital and in print advertising & marketing communications for businesses. Whether you need a business card, a trade show booth design, signage or anything in between we have the experience and services to meet all your needs. We pride ourselves on being a one-stop shop for all your business needs. Current Website Clients receive Free Quotes and a 20% discount on all our printing and signage products."

23. Reliable Local Support

- "We are located in southeast Michigan and offer the ability to mitigate common issues and needed revisions to your website, we offer the availability of technical support, reliable hosting, and we respond to all your website and business consultation needs immediately – at the very least within the same day – giving you the trust and peace of mind you deserve."

24. Local Online Business Directory Listing

- " We own multiple online business listing and advertising directories that we place our website clients on that make it easy for customers to search and find the best local businesses, coupons, deals and events in their community. Listing client websites on our directories helps with branding, awareness, SEO, improving visibility in search results, assists in Google search and location-based results and improving a sites rankings on search engines, generates backlinks, and it makes it easier for potential customers to find reputable businesses and the products or services they are searching for while offering trust and credibility. In addition, our clients also have the ability to advertise multiple Coupons, Promotions, Sales & Deals on our directories for Free using the embedded easy to use tools included with the listing. This is a Substantial Savings compared to print, direct mail, newspaper & magazine advertising, and Coupon Statistics show this method of Advertising is exploding."

25. Google Business Directory Listing

- "We create or enhance your Google business listing profile to help get your business found in more local searches, rank higher than your coepetitors and get chosen by more customers. The listing shows vital business details, contact information, your website link, and hours of operation; it is important that your Google Business Directory listing is consistent with your website information. Google Business Listings also offer the option to add photos, and allows customers to both find you and leave star reviews - which play a vital role that affects local search results. Reviews can signal to customers that your business is reliable, trustworthy, and that you provide quality products or services."

Additional Services Offered: *(Free Quotes & 20% Discount For Current Clients):*

Full-Service printing: Paper, Cardstock, Postcards, business cards, Flyers, Brochures, Bookmarks, Catalogs, Presentation Folders, Stickers, Direct Mail Services, Yard Signs, Vehicle Magnets, Table Covers & more.

BANNER Products:

HD Banner HDPE, Canvas, Mesh, Poster, No Curl All-Weather Banners, RollUp Banner Stand, Retractable Banner Stand, Econo Stand

ADHESIVE Products:

3M IJ-35C Adhesive Film, 3M Print Wrap Films, ORAJET Backlit Signage, Window Clings, Dual View Window Graphics, Low Tac Wall Fabric, DryErae, Foot Prints Anti-Slip Surface, Reflective Long-Term Outdoor

RIGID Products:

Coro, FoamCore, PVC, Polystyrene, Aluminum, BackLit signs
Magnetic, & Promotional Products.

DEPOSIT Required to initiate project: TBD. Installment payments available.
Balance paid in full upon project completion prior to delivery.

REMARKS:

Thank you for the opportunity to bid on this project.

Experience

Over 30+ years' experience in Graphic Communications, Marketing & Web design, (focused primarily on the needs of businesses from a marketing and operational standpoint) offering creative services and solutions to meet the needs of businesses large and small. From branding & identity, business consultation, to sales and marketing strategies & collateral, exhibition displays to websites. my focus in communications, fulfills the needs of many work environments as a virtual assistant for marketing, advertising, promotions and creative services whenever the need arises.

Top Quality Printing services for all your business needs.

We have a strong long-term relationship with wholesale print leaders in the print industry offering Top Quality Print brought to you by a first-class team of professionals working with state-of-the-art production equipment. Simplify your marketing efforts with our wide variety of products to meet your business needs. We offer ultra-fast turnaround times including Same Day Delivery in many locations.

I have owned and operated my own business since 2003, utilizing and expanding my skills and talents in several areas of design: web design, graphic design; business & marketing communications, promotions and presentations.

More detailed information, experience and endorsements can be found at:

- www.edcass.info
 - <https://www.linkedin.com/pub/ed-cass/8/460/906>
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Terms

All design projects require a 50% deposit to initiate (unless otherwise determined), and the balance is due in full before project is completed. Print orders are paid in full prior to being shipped unless previous arrangements have been made. Prices are valid for 30-days and do not include applicable sales tax. Printing industry standards apply to all print orders. A finished quantity of +/- 10% shall constitute a completed order and the invoice will be adjusted accordingly. Our terms and conditions apply to all Clients who are engaging BellStar MEDIA, llc and any of our affiliates / joint collaborators (commonly referred to as "Contractor") for any specified projects and/or services rendered.

Project Terms and Conditions

Complete Terms & conditions can be found at www.bellstarmedia.com/ under “Services”.

These Terms and Conditions are entered into by and between BellStar MEDIA, llc (“**Contractor**”) and the above-identified (“**Client**”) and form an agreement governing the provision of services by Contractor for Client pursuant to Contractor’s above proposal (the “**Proposal**”, and together with these Terms and Conditions, the “**Agreement**”). Contractor and Client may be referred to herein individually each as a “**Party**” and collectively as the “**Parties**”.

Effective Date. This Agreement will become effective on the date of Client’s acceptance of Contractor’s Proposal.

Services. Contractor will provide the Client with the services set forth in the Proposal (the “**Services**”) pursuant to the schedule or time frame specified in the Proposal (the “**Schedule**”, or if no such Schedule is specified, within a reasonably timely manner).

Client Cooperation. Client acknowledges and agrees that Contractor’s timely and professional provision of the Services is dependent and subject at all times to Client’s cooperation and timely provision of all content and materials necessary for the completion of the Services (the “**Client Materials**”).

13. SUBMITTED CONTENT: Any and all submitted content (including but not limited to: text, copy, photo’s, artwork, images, illustrations, intellectual properties, derivative works, releases, license agreements, etc.) are agreed to be free of infringement and violation of law whereas the submitter ensures they either own or have full permission to use, copy, duplicate, share, or have in their possession for use on said project; and takes full responsibility for any and all infringements and violations that applies to any and all Copyright, Plagiarism, Cryptomnesia, Forgery, Satire, Piracy, Bootleg, Attributions, Citations, Patents, Trademarks, and Intellectual Properties infringements and violations whereas Vendor and any and all of its collaborators used on this project hold no responsibility or liability to any and all submitted content; and are held harmless against any and all legal ramifications, responsibilities, fines and any and all violations resulting from such infringement, violation or misuse of said content.

14. PERMISSIONS AND RELEASES: The Client agrees to indemnify and hold the Vendor and any and all of its collaborators used on this project harmless against any and all claims, costs, and expenses, including attorney’s fees, due to materials included in the Work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

Fees. As compensation for the Services, Client will pay Contractor the fees as set forth in the Proposal (the “**Fees**”). The Fees as set forth in the Proposal are exclusive of any taxes, assessments or other governmental charges.

7. DEPOSITS: A deposit is required to initiate Project. Balanced Owed towards the total price of the project as originally quoted will be due upon completion unless otherwise agreed upon in writing. Projects will begin / Orders will be placed upon receivership of payment by the customer. Modifications-additions-improvements, etc. that incur after the Project begins will be added to balance owed. Vendor and any of our affiliates / joint collaborators cannot be held liable for any reimbursement of this deposit once approval and/or acknowledgement has been given to initiate a project. Any modification requested after original project consultation may result in production delays and / or additional expenses for which client will be invoiced accordingly.

Payment. Payment in full is due prior to the release of the finished product. The Fees will be paid by Client to Contractor pursuant to the Schedule set forth in the Proposal, or if no such Schedule, within (5) days following Contractor’s submission of an invoice to Client. In the event that Client fails to pay the Fees within (5) days of being due, Contractor may charge penalty interest of 2% per month or the greatest amount permitted by law, whichever is lower.

11.1 Acceptance: The Client shall promptly review all deliverables, and must notify the Designer of any failure to conform to the Statement of Work in writing either through facsimile, email, or registered mail – with acknowledged receivership – within 5 business days of receipt. If Designer does not receive a timely notification, the Deliverable will be deemed accepted. The Client’s notification must clearly identify the problems with the Deliverable.

16. DEFAULT PAYMENT: The Client shall assume responsibility for any and all collection, legal, and miscellaneous fees associated or necessitated by default in payment for any and all actions rendered to resolve payment default.

Changes. In the event Client makes any requests for additional work beyond the scope of the Services set forth in the Proposal, Contractor may amend the Fees or otherwise provide Client with a separate proposal for such additional work which will be mutually executed by the Parties.

4. ALTERATIONS: Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

Expenses. Client will reimburse Contractor for all reasonable expenses, as set forth Contractor’s invoice or as otherwise pre-approved by Client in writing.

Term. This Agreement will become effective on the Effective Date and continue until terminated by either Party as set forth herein.

Termination for Cause. Either Party may terminate this Agreement in the event the other Party is in material default of this Agreement and fails to cure such default within (5) days following written notice of the default to by the non-defaulting Party.

Termination without Cause. Either Party may terminate this Agreement upon (5) days following written notice to the other Party. Upon termination by Client as set forth in this section, Client will pay to Contractor all Fees and expenses incurred for Services performed by Contractor prior to the effective termination of this Agreement.

10. CANCELLATION AND KILL FEES: Cancellation (“kill”) fees are due based on the amount of work completed. Fifty percent (50%) of the final fee is due within 30 days of notification that for any reason the job is canceled or postponed before the final stage. One hundred percent (100%) of the total fee is due despite cancellation or postponement of the job if the art has been completed. If the project is on an hourly basis and the project is canceled by the Client, the Client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$250 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater. Upon cancellation or kill all rights to the art revert to the Artist and all original art must be returned, including sketches, comps, or other preliminary materials. In the case of digital goods, said items may be taken down, made inactive, passwords/access changed +/- so forth for non-payment +/- late payment.

Representations and Warranties. Each Party represents and warrants to the other Party that it has the full right and power to enter into this Agreement, and that the terms of this Agreement do not in any way conflict with any existing commitment of that Party.

Client Materials. Client grants Contractor the right to use the Client Materials for the purpose of providing the Services pursuant to this Agreement. Client understands and acknowledges that Client is solely responsible for the content, completeness and accuracy of all materials provided by Client to Contractor for the completion of the Services. In no event will Contractor be liable for any inaccuracy, error, mistake or insufficiency resulting from Contractor’s use of the Client Materials.

Confidentiality. “Confidential Information” means any information that either Party discloses or provides access (directly or indirectly) (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in any and all mediums (whether oral, written, graphic or in any other form). The Receiving Party agrees that it will take all reasonable precautions to protect and safeguard the Confidential Information and will not disclose any Confidential Information except (1) to those of its employees, officers, consultants, attorneys or accountants who have a need to know the Confidential Information and are bound to confidentiality obligations similar to those set forth in this Agreement; or (2) if the Receiving Party is required to disclose the Confidential Information in connection with any judicial, governmental, or administrative proceedings or pursuant to applicable law. This section will survive the termination of this Agreement.

DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES ARISING FROM ERRORS, MISTAKES OR INACCURACIES IN CLIENT CONTENT; LOSS OF USE OR PROFITS RESULTING FROM THE USE OF ANY DELIVERABLES PROVIDED BY CONTRACTOR; OR ANY EVENTS BEYOND THE REASONABLE CONTROL OF CONTRACTOR, INCLUDING INTERNET FAILURES, ACTS OF GOD, WAR, TERRORISM, FIRES, FLOODS, OR NON-PERFORMANCE BY ANY THIRD PARTIES. CONTRACTOR DISCLAIMS ALL WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, IN CONNECTION TO THE RESULTS THAT MAY BE OBTAINED FROM CLIENT’S USE OF THE SERVICES OR THE DELIVERABLES PROVIDED IN CONNECTION WITH THE SERVICES.

Limitation of Liability. To the fullest extent permitted by law, in no event, whether the claim is based in contract, tort, strict liability, or otherwise, will Contractor’s aggregate liability to Client arising out of or in connection to this Agreement exceed the Fees actually paid by Client to Contractor pursuant to this Agreement during a period of twelve (12) months preceding the event giving rise to such liability. This section will survive the termination of this Agreement.

18.3 Limitation of Liability. The services and the work product of Contractor are sold “as is.” In all circumstances, the maximum liability of Contractor and any of our affiliates, to Client for damages for any and all causes whatsoever, and Client’s maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Contractor. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Contractor, even if Contractor has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Indemnification. Client agrees to defend and hold Contractor harmless against all actual or alleged claims, damages, costs, liability and expenses (including, but not limited to, reasonable attorneys' fees), arising out of, or related to, Client’s breach of this Agreement and Contractor’s use of any Client Content pursuant to this Agreement. This section will survive the termination of this Agreement.

18. INDEMNIFICATION/LIABILITY

18.1 By Client. Client agrees to indemnify, save and hold harmless Contractor from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client’s responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Vendor shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Contractor provides Client with commercially reasonable assistance, information and authority necessary to perform Client’s obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Contractor in providing such assistance.

18.2 By Contractor. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Contractor agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Contractor's representations and warranties made herein, except in the event any such claims,

damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that

- (a) Client promptly notifies Contractor in writing of the claim;
- (b) Contractor shall have sole control of the defense and all related settlement negotiations; and
- (c) Client shall provide Contractor with the assistance, information and authority necessary to perform Contractor's obligations under this section. Notwithstanding the foregoing, Contractor shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Vendor.

Conflict. In the event of any conflict between the terms of these Terms and Conditions and the terms of the Proposal, the terms set forth in these Terms and Conditions will control with respect to such conflict, unless stated otherwise in the applicable Proposal.

Notices. Any notice given by one Party to the other Party in connection with this Agreement will be given in writing and will be sent by email, first-class mail, or certified or registered mail with return receipt requested, and will be deemed to have been given [NUMBER (#)] days after mailing, [NUMBER (#)] hours after transmission of email, or immediately upon explicit acknowledgement of receipt. Notice may be provided to the addresses for the Parties as set forth on the Proposal, or to such other addresses as the Parties may from time to time notify each other in writing.

Relationship of the Parties. The relationship of the Parties is that of independent contractors. The Parties agree that this Agreement does not create an employment, agency, partnership or similar relationship between the Parties.

Modification and Amendment. This Agreement may be modified, supplemented, amended or revised only in a writing signed by both of the Parties.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of [JURISDICTION], without regard to any conflict of law principles.

Venue. Any legal action or proceeding relating to this Agreement will be instituted in the courts of Michigan. The Parties agree to submit to the exclusive jurisdiction of such courts in any such legal action or proceeding.

Assignment. This Agreement is specific to the Client and may not be assigned, in whole or in part, by Client without the express written consent of the Contractor.

Severability. If any provision of this Agreement is held invalid or unenforceable, whether in whole or in part, for any reason, such holding will not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Waiver. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver, nor will any waiver constitute a continuing waiver or be deemed a waiver of any other provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all other agreements between the Parties, whether wr