

Tiffany Rose Creative Media LLC  
P.O. Box 95154  
Palatine, Illinois 60095-0154

This Terms of Service Agreement ("Agreement") is made and entered into on this date [\_\_/\_\_/\_\_\_\_], ("Effective Date") by and between [\_\_\_\_\_] ("Client") and Tiffany Rose Creative Media LLC ("Company"), a single-member Limited Liability Company, collectively referred to as the "Parties."

1. **Scope of Work:** The Company agrees to provide print and digital media services, including writing, editing, social media consulting, audio and video editing, graphic design, and website design services (collectively, the "Services") to the Client. The specific details of the scope of work shall be outlined in a separate agreement or project proposal.
2. **Changes to Scope of Work:** Any changes or modifications to the agreed-upon scope of work must be agreed upon in writing by both Parties. Additional costs may be incurred for changes to the scope of work, which shall be determined and communicated to the Client.
3. **Authority to Make Decisions:** The Client acknowledges that decisions relating to the project, including changes to the scope of work, shall be made by [\_\_\_\_\_] ("Company Representative"), who has the authority to act on behalf of the Company. The Client agrees to communicate with [\_\_\_\_\_] ("Company Representative") regarding any project-related matters.
4. **Copyright of Content:** All content, materials, and intellectual property created or provided by Tiffany Rose Creative Media LLC, in the course of providing the Services, shall remain the property of Tiffany Rose Creative Media LLC until full payment has been received. Upon receipt of full payment, the Client shall have the right to use the content per the Content Usage Rights.
5. **Content Usage Rights:** The Client is granted a non-exclusive, non-transferable license to use, edit, alter, and post the content created by Tiffany Rose Creative Media LLC.
6. **Project Costs and Payment Terms:** The cost of the Services shall be based on the pricing plans offered by the Company, as detailed at [<https://tiffanyrosecreativemedia.com/pricing/#writing>]. The Client shall pay the Company for the Services according to the payment schedule and terms as agreed upon between the Parties. Unless otherwise specified in the project proposal, payment shall be made in full before the commencement of work.
7. **Content Distribution Permission:** The Client grants the Company permission to distribute the content created under this Agreement to third parties. Such distribution shall be subject to the confidentiality provisions outlined in this Agreement and shall not include sensitive or proprietary information (including payments or payment schedule) without Tiffany Rose Creative Media LLC's prior written consent.
8. **Website Access:** Upon completion of website design, Tiffany Rose Creative Media LLC shall provide the Client with access to the created website and related assets. The Client is responsible for maintaining the confidentiality of login information and acknowledges that any unauthorized access to the website, whether through their login or Tiffany Rose Creative Media LLC's login, shall not be the responsibility of Tiffany Rose Creative Media LLC.
9. **Non-Disclosure Agreement:** During the course of the project, both Parties may have access to confidential information about each other's business. The Parties agree to maintain the confidentiality of any and all confidential information disclosed during and after the term of the project after the termination of this Agreement. However, the Client is free to discuss the final product(s) created and/or service(s) provided by Tiffany Rose Creative Media LLC without disclosing any proprietary or confidential information.

10. Email Marketing Consent: The Client represents and warrants that they have obtained all necessary consents from their email marketing contacts to use their information in any email marketing campaigns created by Tiffany Rose Creative Media LLC. The Client shall indemnify the Company against any claims arising from the lack of proper consent.

11. Limitation of Liability: The Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from the use of the Services or any content created under this Agreement.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

[ \_\_\_\_\_ ] (Client Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tiffany Rose Creative Media LLC

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Date of Last Revision: August 5, 2023**