

Effective Date: May 24, 2025

1. Introduction and Acceptance of Terms

Welcome to The Amalgam ("theamalgam.co," "we," "us," or "our"). We provide specialized consulting services in Creative Operations and Production Partnership ("Services"). This Legal Page outlines the terms and conditions ("Terms") governing your access to and use of our website (theamalgam.co, hereinafter referred to as the "Site") and the engagement of our Services.

By accessing our Site or engaging our Services, you ("Client," "you," "your") signify your understanding and agreement to be bound by these Terms. These Terms constitute a legally binding agreement between you and The Amalgam. If you do not agree to these Terms, you must not access our Site or utilize our Services.

We recommend that you print or save a local copy of these Terms for your records.

2. Scope of Services

The Amalgam offers expert consulting services designed to optimize creative workflows, manage creative production, and enhance overall operational efficiency for our Clients. Our Services include, but are not limited to:

- * Creative Operations Consulting: Analysis of existing creative workflows, process re-engineering, development of operational strategies, guidance on team structures, and recommendations for technology and tool integration.
- * Creative Production Partnership: End-to-end project management for creative projects, budget oversight assistance (as defined in individual service agreements), timeline management, coordination of third-party vendors, and quality assurance throughout the production lifecycle.
- * Fractional Support: Providing ongoing, embedded consulting support tailored to your specific needs, as defined in a mutually agreed-upon Statement of Work (SOW) or service agreement. The specific scope, deliverables, timelines, and fees for any engagement will be detailed in a formal proposal or Statement of Work ("SOW") executed by both The Amalgam and the Client. Any services outside the agreed-upon SOW will require a separate written addendum or new SOW.

3. Client Responsibilities

To enable The Amalgam to provide its Services effectively, you, the Client, agree to:

- * Provide Accurate Information: Furnish complete, accurate, and timely information as requested by The Amalgam, which is essential for the performance of our Services. The Amalgam is not liable for any deficiencies in Services resulting from inaccurate or incomplete information provided by you.
- * Timely Access and Approvals: Provide timely access to relevant personnel, systems, data, and documentation required for The Amalgam to perform the Services. You also agree to provide timely review and approval of draft deliverables, strategic recommendations, or project milestones. Delays in providing such access or approvals may result in adjustments to project timelines and potentially additional fees.
- * Decision-Making Authority: Ensure that your designated representatives have the authority to make decisions binding upon your organization concerning the Services.

- * Resource Allocation: Allocate sufficient internal resources, as mutually agreed, to support the engagement and implement recommendations where applicable.

- * Compliance with Laws: Ensure that your business operations, and any materials or directives provided to The Amalgam, comply with all applicable laws and regulations.

- * Safe Work Environment (if applicable): If on-site services are required, provide a safe and secure work environment for any personnel of The Amalgam.

4. Fees and Payment Terms

- * Fees: Fees for Services will be outlined in the applicable SOW or proposal. Fees may be structured on a project basis, retainer basis, hourly rate, or other arrangements as mutually agreed in writing.

- * Expenses: Unless otherwise specified in the SOW, reasonable and pre-approved out-of-pocket expenses incurred by The Amalgam in connection with the Services (e.g., travel, specialized software, third-party vendor costs specifically requested by the Client and not part of The Amalgam's standard toolkit) will be billed to the Client.

- * Invoicing and Payment: Invoices will be submitted as per the schedule detailed in the SOW. All invoices are due and payable within [e.g., 15 or 30] days of the invoice date, unless otherwise agreed in writing.

- * Late Payments: Payments not received by the due date may accrue interest at a rate of [e.g., 1.5%] per month or the highest rate permitted by law, whichever is lower, on the outstanding balance. The Amalgam reserves the right to suspend Services for overdue accounts.

- * Taxes: All fees are exclusive of applicable taxes (such as GST, HST, VAT, sales tax, etc.), which will be added to invoices as required by law and are the responsibility of the Client.

5. Confidentiality

- * Definition: "Confidential Information" shall mean any non-public information, whether oral, written, electronic, or in any other form, that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") and that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business plans, financial data, client lists, operational methods, trade secrets, know-how, strategies, and any information related to projects undertaken.

- * Obligations: The Receiving Party agrees to:

- * Hold the Confidential Information in strict confidence.

- * Use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under the relevant SOW and these Terms.

- * Not disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, contractors, or professional advisors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those herein.

- * Take all reasonable measures to protect the confidentiality of the Disclosing Party's Confidential Information, using at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

- * Exclusions: The obligations of confidentiality shall not apply to information that:

- * Is or becomes publicly known through no wrongful act of the Receiving Party.

- * Was in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party.

- * Is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure.
- * Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- * Required Disclosure: If the Receiving Party is compelled by law, regulation, or court order to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice (to the extent legally permissible) so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. Intellectual Property

- * Client's Pre-Existing IP: The Client shall retain all right, title, and interest in and to its pre-existing intellectual property, including but not limited to trademarks, copyrights, trade secrets, and patents ("Client IP"). The Client grants The Amalgam a limited, non-exclusive, royalty-free license to use Client IP solely as necessary for The Amalgam to perform the Services.
- * The Amalgam's Pre-Existing IP: The Amalgam shall retain all right, title, and interest in and to its pre-existing intellectual property, including but not limited to its methodologies, frameworks, templates, software, tools, know-how, and other proprietary materials used or developed by The Amalgam prior to or independent of the engagement with the Client ("The Amalgam IP").
- * Deliverables: Unless otherwise explicitly agreed in a written SOW, upon full and final payment for the Services related to specific deliverables created by The Amalgam exclusively for the Client as part of the engagement ("Deliverables"), the Client shall own the rights to such Deliverables for its internal business purposes.
- * The Amalgam's Retained Rights: Notwithstanding the foregoing, The Amalgam retains the right to use its general knowledge, experience, skills, and any residual information learned or developed during the course of providing the Services. Furthermore, The Amalgam retains ownership of all The Amalgam IP, including any enhancements or modifications thereto, even if incorporated into Deliverables. To the extent The Amalgam IP is incorporated into Deliverables, The Amalgam grants the Client a non-exclusive, perpetual, royalty-free license to use such The Amalgam IP solely as part of those Deliverables for the Client's internal business purposes. The Client may not separate The Amalgam IP from the Deliverables or use it for any other purpose without The Amalgam's prior written consent.
- * No Transfer of IP Otherwise: Nothing in these Terms or any SOW shall be construed as transferring any intellectual property rights from one party to another, except as expressly set forth herein.

7. Term and Termination

- * Term: The term of engagement for Services will be specified in the applicable SOW. These general Site Terms remain in effect as long as you access the Site.
- * Termination for Cause: Either party may terminate an SOW and the associated Services immediately upon written notice if the other party:
 - * Materially breaches any provision of these Terms or the SOW and fails to cure such breach within [e.g., 15 or 30] days of written notice detailing the breach.
 - * Becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.
- * Termination for Convenience (Consulting Services): Either party may terminate an ongoing SOW for convenience by providing [e.g., 30] days written notice to the other party, unless otherwise specified in the SOW. In such an event, the Client shall pay The Amalgam for all

Services performed and non-cancellable expenses incurred up to the effective date of termination.

- * Effect of Termination: Upon termination for any reason:

- * The Amalgam will cease performing Services.

- * The Client will pay any outstanding fees and expenses due to The Amalgam for Services rendered and expenses incurred up to the effective date of termination.

- * Each party shall promptly return or, at the other party's request, destroy all Confidential Information of the other party in its possession or control (subject to archival and backup policies and legal retention requirements).

- * Provisions of these Terms that by their nature should survive termination (including, but not limited to, Confidentiality, Intellectual Property, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution) shall survive.

8. Disclaimers and Limitation of Liability

- * No Guarantees: The Amalgam warrants that it will perform the Services in a professional and workmanlike manner, consistent with industry standards. However, the Client acknowledges that The Amalgam is a consultant providing advice, strategies, and project management services. The Amalgam does not guarantee any specific business outcomes, results, increases in efficiency, cost savings, or project success. The success of implementing our recommendations depends on various factors beyond our direct control, including the Client's own efforts, resources, market conditions, and decision-making. All decisions made by the Client based on The Amalgam's advice or deliverables are the sole responsibility of the Client.

- * No Legal, Financial, or Tax Advice: The Amalgam does not provide legal, financial, investment, or tax advice. Any information or recommendations provided should not be construed as such. Clients are advised to consult with their own qualified legal, financial, or tax professionals for advice pertaining to their specific circumstances.

- * Third-Party Vendors: If The Amalgam assists in coordinating or managing third-party vendors on behalf of the Client, The Amalgam is not responsible for the performance, quality of work, or any failures or defaults of such third-party vendors. The Client's relationship with any third-party vendor is direct, and the Client is responsible for any contractual agreements and payments to such vendors unless explicitly stated otherwise in an SOW where The Amalgam acts as a paymaster for pre-approved expenses.

- * Site Content: The information provided on the Site is for general informational purposes only. While we strive to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Site or the information, products, services, or related graphics contained on the Site for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

- * Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AMALGAM, ITS OWNERS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

* Maximum Aggregate Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMALGAM'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SITE, THE SERVICES, OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO THE AMALGAM FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM IN THE [E.G., THREE (3) OR SIX (6)] MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (\$100).

* The limitations and exclusions in this Section 8 apply even if any remedy fails its essential purpose.

9. Indemnification

The Client agrees to defend, indemnify, and hold harmless The Amalgam, its officers, directors, employees, agents, and affiliates, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- * Your use of and access to the Site or Services.
- * Your violation of any term of these Terms or any applicable SOW.
- * Your violation of any third-party right, including without limitation any copyright, property, or privacy right.
- * Any claim that your content or information provided to The Amalgam caused damage to a third party.
- * Any gross negligence or willful misconduct on your part.

This indemnification obligation will survive the termination of these Terms and your use of the Services.

10. Governing Law and Dispute Resolution

* Governing Law: These Terms and any dispute arising out of or related to them or the Services shall be governed by and construed in accordance with the laws of the State of [Insert Your State, e.g., Texas, if you are based there and want its laws to apply] without regard to its conflict of law provisions.

* Dispute Resolution: The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Services (collectively, "Disputes") through good faith negotiation.

* Mediation: If the Dispute cannot be resolved through negotiation within [e.g., thirty (30)] days, the parties agree to endeavor to settle the Dispute by mediation administered by [e.g., the American Arbitration Association] under its [e.g., Commercial Mediation Procedures] before resorting to arbitration or litigation. The mediation shall take place in [Insert City, State, e.g., Dallas, Texas].

* Arbitration (Optional - consider if you want this): If mediation is unsuccessful, any Dispute arising out of or relating to these Terms or the Services, including the breach, termination, or

validity thereof, shall be finally resolved by binding arbitration administered by [e.g., the American Arbitration Association] in accordance with its [e.g., Commercial Arbitration Rules]. The arbitration shall take place in [Insert City, State, e.g., Dallas, Texas], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. (Note: Arbitration can be faster and less expensive than court, but it limits appeal rights. Consider carefully if this is desired.)

* Litigation (if no arbitration clause): If mediation is unsuccessful (and if no arbitration clause is included), the parties agree that any legal suit, action, or proceeding arising out of or related to these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of [Insert Your State] in each case located in the city of [Insert City] and County of [Insert County]. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11. Client Understanding Subsection – Key Things for Our Clients to Know

We believe in transparency and a collaborative partnership. This section summarizes some key aspects of our working relationship:

* We Are Your Partners & Consultants: Our role is to provide expert advice, strategies, operational support, and production management based on our experience and the information you provide. We work with you to achieve your goals. Your active participation, timely feedback, and decision-making are crucial for success.

* Our Advice is Based on Information: The quality and effectiveness of our Services depend heavily on the accuracy and completeness of the information you share with us.

* Results Are a Collaborative Effort: While we are committed to delivering high-quality services and insights, specific business outcomes are not solely within our control and are therefore not guaranteed. We help you build the framework and manage the process, but your team's implementation and ongoing efforts are key.

* Scope of Work: We will always define the scope of our work, deliverables, and timelines in a written proposal or Statement of Work (SOW). If you need something extra, we'll discuss it and, if necessary, create an addendum or new SOW. This keeps everything clear for both of us.

* Confidentiality is Paramount: We will treat your business information with the utmost confidentiality, as detailed in Section 5. We expect the same in return regarding our proprietary methods and tools.

* Communication is Key: We will maintain open lines of communication. Please don't hesitate to ask questions or raise concerns. Prompt communication from your side regarding approvals or changes is also vital to keep projects on track.

* We Are Not Lawyers or Financial Advisors: Our advice is focused on creative operations and production. For legal, financial, or tax matters, please consult with your designated professionals.

* Respecting Intellectual Property: We respect your intellectual property and will clearly define ownership of any materials created during our engagement in our SOW. Our own methodologies and general know-how remain our intellectual property.

Our goal is a successful engagement that brings value to your organization. Understanding these points helps ensure a smooth and productive working relationship.

12. Changes to Terms

The Amalgam reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least [e.g., 30] days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Site or Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Site and the Services. It is your responsibility to check these Terms periodically for changes.

13. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

14. Waiver

No waiver by The Amalgam of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Amalgam to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

15. Entire Agreement

These Terms, together with any SOWs, proposals, and any other documents incorporated herein by reference, constitute the entire agreement between The Amalgam and you concerning the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of a conflict between these Terms and a specific SOW, the terms of the SOW shall prevail for that specific engagement.

16. Contact Information

If you have any questions about these Terms, please contact us at:

[Insert Your Email Address for Legal Inquiries - e.g., legal@theamalgam.co or your main contact email]

[Insert Your Business Address, if desired]

Disclaimer for You (The Amalgam):

Please read this carefully: This legal page copy has been drafted based on the information you provided about your services and general best practices for consulting businesses. However, this is not a substitute for professional legal advice.

* Review by a Lawyer is Essential: You should have this document, and any associated Statement of Work templates, reviewed by a qualified lawyer in your jurisdiction before publishing it on your website or using it with clients. Laws vary by location and specific circumstances, and a lawyer can ensure this document meets all your legal obligations and adequately protects your interests.

* Fill in Placeholders: There are bracketed placeholders (e.g., "[Insert Your State]," "[e.g., 30 days]") that you MUST fill in with information appropriate for your business and jurisdiction.

* Consider Optional Clauses: The arbitration clause is marked as optional. Discuss with your lawyer whether arbitration is the best dispute resolution mechanism for your business.

* "Oxville" Reference: As discussed, the "Oxville" reference you made has not been incorporated into this legal text as its legal relevance was unclear. If it has specific legal

implications (e.g., registered business name in a particular jurisdiction affecting governing law), please discuss this with your lawyer.

* Adapt to Your Specifics: While tailored to your described services, your lawyer may identify additional areas or specific nuances of your operations that require particular attention or customized clauses.

By using this draft, you acknowledge that it is provided for informational purposes only and that you will seek independent legal counsel before relying on it.

Okay, this is a comprehensive task requiring the creation of detailed legal copy tailored to your specific consulting services in creative operations and production. The goal is a professional, lawyer-like tone that protects your interests while being understandable to your clients, particularly with the requested subsection.

Given the information from your website (theamalgam.co) and standard legal practices for consultants, here is a draft for your legal page. Remember, this is a template and should be reviewed by a qualified legal professional in your jurisdiction before being published. Different jurisdictions have different requirements, and a lawyer can ensure full compliance and tailored protection.

I will provide the main "Terms and Conditions" or "Terms of Service" which will form the bulk of your legal page. You should also have a separate Privacy Policy (which is a legal requirement in many places if you collect any personal data, e.g., through contact forms). I will not draft a full Privacy Policy here, as it's highly dependent on your data processing practices, but I will include a placeholder.

Here's the proposed legal copy:

Legal Notice & Terms of Service

Effective Date: May 25, 2025

Welcome to The Amalgam ("theamalgam.co," "we," "us," or "our"). These Legal Notice and Terms of Service ("Terms") govern your use of our website and the professional consulting services, including but not limited to creative operations, creative production, project management, workflow optimization, and fractional support (collectively, the "Services") we provide to our clients ("Client," "you," or "your").

By accessing our website or engaging our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and any specific Statement of Work (SOW) or Client Agreement that may be entered into between you and The Amalgam.

1. Services

* 1.1 Scope of Services: The Amalgam offers expert consulting services aimed at enhancing creative operations and managing creative production. The specific scope, deliverables, timelines, and fees for Services provided to any Client will be detailed in a separate written Statement of Work ("SOW") or Client Agreement, which shall be incorporated into and form part of these Terms.

* 1.2 Professional Standards: We will perform all Services with a professional level of care, skill, and diligence customarily provided by consultants in similar undertakings. We strive to achieve the objectives outlined in the SOW.

* 1.3 No Guarantee of Specific Results: While The Amalgam is committed to providing high-quality Services and achieving positive outcomes, we make no guarantee or warranty, express or implied, regarding specific business results, increases in efficiency, or specific

creative outcomes, as these are dependent on numerous factors, many of which are outside our direct control, including Client input and market conditions. Our role is to provide expert advice, management, and operational support based on our experience and methodologies.

2. Client Responsibilities & Cooperation

* 2.1 Information and Access: To enable The Amalgam to perform the Services effectively, you agree to provide timely, accurate, and complete information as requested. You will also provide reasonable access to relevant personnel, systems, and documentation.

* 2.2 Approvals and Feedback: You agree to provide timely approvals, decisions, and feedback as required for the progression of the project. Delays in providing such input may impact project timelines and potentially incur additional costs.

* 2.3 Implementation: You acknowledge that you are solely responsible for the implementation of any advice, strategies, or recommendations provided by The Amalgam. The Amalgam shall not be responsible for any decisions made by you or for the consequences of those decisions.

* 2.4 Compliance with Laws: You are responsible for ensuring that your business operations, and any materials or instructions you provide to us, comply with all applicable laws and regulations.

3. Fees, Payment, and Expenses

* 3.1 Fees: Fees for Services will be outlined in the applicable SOW or Client Agreement. Fees may be structured on a project basis, retainer basis, or hourly rate, as agreed.

* 3.2 Payment Terms: Payment terms (e.g., invoicing schedule, due dates) will be specified in the SOW or Client Agreement. Late payments may be subject to interest charges as permitted by law.

* 3.3 Expenses: Unless otherwise agreed in the SOW, you will reimburse The Amalgam for reasonable and pre-approved out-of-pocket expenses incurred in connection with the provision of Services (e.g., travel, specialized software, vendor costs directly related to your project).

4. Intellectual Property

* 4.1 Client's Pre-Existing Intellectual Property: All intellectual property rights owned by you prior to the engagement of our Services ("Client IP") shall remain your sole property. You grant The Amalgam a limited, non-exclusive, royalty-free license to use Client IP solely for the purpose of performing the Services.

* 4.2 The Amalgam's Pre-Existing Intellectual Property: All intellectual property rights owned by The Amalgam prior to or developed independently of the engagement, including our methodologies, software, tools, templates, know-how, and general creative operations and production frameworks ("Consultant IP"), shall remain the sole property of The Amalgam.

* 4.3 Deliverables:

* Client-Specific Deliverables: Subject to your full payment of all applicable fees, any unique materials, reports, or specific creative assets created by The Amalgam exclusively for you as a direct output of the Services as defined in the SOW ("Deliverables") will be owned by you.

* Use of Consultant IP in Deliverables: To the extent that Consultant IP is incorporated into any Deliverables, The Amalgam grants you a non-exclusive, perpetual, royalty-free, non-transferable license to use such Consultant IP solely as part of those Deliverables for your internal business purposes. You may not separate, extract, or use the Consultant IP independently of the Deliverables without our prior written consent.

* 4.4 Website Content: All content on theamalgam.co, including text, graphics, logos, images, and software, is the property of The Amalgam or its content suppliers and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from this content without our express written permission.

5. Confidentiality

* 5.1 Definition: "Confidential Information" shall mean any non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business plans, client lists, financial information, technical data, trade secrets, and project details.

* 5.2 Non-Disclosure and Non-Use: The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to perform its obligations under these Terms or any SOW. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties without the Disclosing Party's prior written consent, except to its employees, contractors, or agents who have a need to know such information for purposes of performing the Services and who are bound by confidentiality obligations at least as restrictive as those herein.

* 5.3 Exclusions: Confidential Information does not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

* 5.4 Legally Compelled Disclosure: If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Disclaimers

* 6.1 No Warranty for Website: The information and materials on theamalgam.co are provided "as is" without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. We do not warrant the accuracy or completeness of the materials on this website.

* 6.2 Third-Party Links: Our website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by The Amalgam of the content on such third-party websites. We are not responsible for the content of linked third-party sites and do not make any representations regarding the content or accuracy of materials on such sites.

* 6.3 Professional Advice Disclaimer: All content provided by The Amalgam, whether on the website or through its Services (outside of specific Deliverables defined in an SOW), is for informational and advisory purposes only. It does not constitute legal, financial, or other professional advice for which a formal, licensed opinion should be sought. The Amalgam is not a law firm or accounting firm. You are responsible for making your own business decisions.

7. Limitation of Liability

* 7.1 Indirect Damages: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AMALGAM, ITS OWNERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THESE TERMS, OR THE USE OF OR INABILITY TO USE OUR WEBSITE OR SERVICES, EVEN IF THE AMALGAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

* 7.2 Direct Damages Cap: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMALGAM'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS, OR ANY SOW, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY YOU TO THE AMALGAM FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

* 7.3 Basis of Bargain: The parties acknowledge that the limitations of liability set forth in this Section 7 are a fundamental basis of the bargain between them and that The Amalgam would not have entered into these Terms or any SOW without such limitations.

8. Term and Termination

* 8.1 Term: These Terms shall remain in effect while you use our website or engage our Services. The term for specific Services will be set forth in the applicable SOW or Client Agreement.

* 8.2 Termination:

* Either party may terminate an SOW or Client Agreement for cause if the other party materially breaches its obligations and fails to cure such breach within a reasonable period (e.g., 30 days) after receiving written notice.

* Specific conditions for termination without cause, if any, will be detailed in the SOW or Client Agreement, and may involve notice periods or termination fees.

* 8.3 Effect of Termination: Upon termination, you shall pay The Amalgam for all Services performed and expenses incurred up to the effective date of termination. Provisions of these Terms that by their nature should survive termination (including, but not limited to, Confidentiality, Intellectual Property, Limitation of Liability, Disclaimers, Governing Law, and Dispute Resolution) shall survive.

9. Indemnification

You agree to indemnify, defend, and hold harmless The Amalgam, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to: (a) your use of the Services (except to the extent caused by The Amalgam's gross negligence or willful misconduct); (b) your breach of these Terms or any SOW; (c) your violation of any law or the rights of a third party; or (d) any content, data, or materials you provide to The Amalgam.

10. Governing Law and Dispute Resolution

* 10.1 Governing Law: These Terms and any dispute arising out of or related to them or the Services shall be governed by and construed in accordance with the laws of [Your State/Jurisdiction, e.g., the State of Texas], without regard to its conflict of law principles.

* 10.2 Dispute Resolution: The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Services through good faith negotiation. If the dispute cannot be resolved through negotiation within [e.g., 30 days], the parties agree to submit the dispute to mediation before resorting to litigation. If mediation is unsuccessful, any legal action or proceeding shall be brought exclusively in the federal or state courts located in Dallas County, Texas. Both parties consent to the exclusive jurisdiction of such courts. (Consider arbitration as an alternative if preferred).

11. Amendments and Modifications

The Amalgam reserves the right to amend or modify these Terms at any time. We will post the revised Terms on our website and update the "Effective Date" at the top. Your continued use of our website or Services after such changes constitutes your acceptance of the new Terms. For ongoing Client engagements under an SOW, material changes to these Terms that directly impact the SOW will be communicated to you, and your continued engagement will signify acceptance.

12. Entire Agreement

These Terms, together with any applicable SOW or Client Agreement and our Privacy Policy (referenced below), constitute the entire agreement between you and The Amalgam concerning the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

13. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

14. Waiver

No waiver by The Amalgam of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Amalgam to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

15. Assignment

You may not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. The Amalgam may assign its rights and obligations under these Terms in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or to any affiliate, without your consent.

16. Contact Information

If you have any questions about these Terms, please contact us at:

The Amalgam
cameron@theamalgam.me
3626 North Hall St, Suite 610 Dallas, TX 75219

Understanding Our Partnership: Key Client Information

(This subsection is designed to be a more client-friendly summary of some important points from the detailed terms above. It does not replace the full legal terms but aims to enhance client understanding.)

At The Amalgam, we believe in clear communication and a strong partnership with our clients. Here's a straightforward overview of what working together entails:

- * **Our Commitment:** We're dedicated to providing top-notch creative operations and production consulting. We bring our expertise and experience to help streamline your workflows, manage your projects, and optimize your creative output. We'll always act professionally and in your best interests as defined in our agreed-upon project scope (Statement of Work - SOW).

- * **Your Role is Key:** Your success is a collaborative effort! For us to do our best work, we'll need your timely input, information, access to relevant people or systems, and prompt feedback and approvals. Think of us as an extension of your team – good communication is vital.

- * **What We Deliver:** The specifics of what we'll create or achieve for you (the "Deliverables") will be clearly listed in our SOW. Once our work is complete and paid for, these custom-created materials are yours to own and use for your business. However, our underlying methods, general tools, and pre-existing know-how remain our intellectual property, which you get to benefit from through the Deliverables.

- * **Confidentiality is a Priority:** We take the privacy of your business information very seriously. Any sensitive details you share with us will be kept confidential and used only to provide our services to you. We expect the same courtesy regarding any of our proprietary information we might share.

- * **Managing Expectations (No Guarantees of Specific Results):** While we're experts at what we do and aim for fantastic results, consulting involves advice and guidance. We can't guarantee specific financial outcomes or business results, as these depend on many factors, including how you implement our recommendations and external market forces. We provide the tools, strategies, and support; the ultimate decisions and implementation are yours.

- * **Clarity on Payments:** All fees and payment schedules will be clearly agreed upon in our SOW before any work begins. We appreciate prompt payment as it allows us to focus on delivering great work for you.

- * **What if Things Go Wrong? (Limitation of Liability):** This is standard legal protection. In the unlikely event of an issue, our liability is generally limited to the fees you paid for the specific services related to the issue within a recent period. We are not responsible for indirect losses (like lost profits) that are beyond the direct scope of our services.

- * **Ending Our Engagement:** Our SOW will outline how our project or engagement can be concluded by either party. We aim for amicable and professional transitions.

- * **Open Communication:** If you ever have questions or concerns about our services or our terms, please talk to us! We're here to help and ensure our partnership is successful. This summary is for your convenience. The full "Legal Notice & Terms of Service" above contains the complete legal details governing our relationship.

Privacy Policy

(You will need a separate Privacy Policy. Below is a placeholder statement you can adapt, but it's crucial to develop a full policy that accurately reflects your data collection and use practices.)

The Amalgam is committed to protecting your privacy. Our Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our website theamalgam.co and when you engage our Services. Please review our full [Link to Your Privacy Policy Page] to understand our practices. By using our site or Services, you consent to the data practices described in our Privacy Policy.

Key areas typically covered in a Privacy Policy include:

- * What personal information we collect (e.g., name, email, company, information provided via contact forms, website usage data via cookies).
- * How we use your information (e.g., to respond to inquiries, provide Services, improve our website, marketing communications if opted-in).
- * How we share your information (e.g., with service providers assisting us, if legally required).
- * Your data protection rights (e.g., access, correction, deletion).
- * Our use of cookies and tracking technologies.
- * Data security measures.
- * Contact information for privacy concerns.