

## **Web Working for You Ltd - Terms and Conditions**

You indicate by placing an order with Web Working for You Ltd directly or through one of its websites that you have read and fully understand this agreement and agree to be bound by the terms and conditions detailed herein. If you do not agree with these terms and conditions then you must not use any of our services. These terms and conditions will not be varied for individual customers. They are subject to short-notice change if required by Web Working for You Ltd and it is up to you to be aware of and adhere to such changes. If you find you cannot be bound by these Terms and Conditions after fees have been paid by you, those fees may be forfeit, even though you are no longer at liberty to avail of the services.

### **Definitions:-**

"We", "us", "the Company" – all refer to Web Working for You Ltd.

A "Client", "you", is a person, persons, business or organisation using any of the services provided by Web Working for You Ltd

"Domain" is the website address as specified by the client.

"Hosting" is the process of hosting a website on the Internet. "Hosting Fee" is a cost to keep a website activated online.

"Service" is any product or service provided by Web Working for You Ltd.

"Website" refers to the website that we have published on behalf of the client or the Company websites that we publish on our own behalf.

### **Acceptable Use Policy - General**

We may find a customer to be using our resources to such an extent that he or she may jeopardize those resources for other clients. In such instances, we reserve the right to cease all services to the client until or unless the situation is rectified to our satisfaction and effective assurances are given in writing by the client.

If you exceed the bandwidth or storage limits for the service you are using or otherwise go beyond agreed limitations, you will be reminded by us and encouraged to either decrease below the threshold or upgrade to a higher-grade service. Any excessive use with no apparent direct action by the client may result in total and immediate cessation of all services provided to the client, not just the service in question. Resurrection of such services will incur an Administration fee of £25. We reserve the right to allow occasional breaches, provided there is a quick return to below-threshold usage.

There is a separate Acceptable Use Policy for our Email and Forum Services elsewhere in these Terms and Conditions.

### **General Terms and Conditions**

The contract between the Company and the client will be on these conditions to the exclusion of all other terms and conditions.

The Client agrees to use our Services, and any information obtained through or from us, at the Client's own risk. The Client acknowledges and understands that neither the Company, nor any of its officers, directors, representatives, employees and agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service. The Company specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

We cannot be held responsible for anything adversely affecting the client's business operation, sales, or profitability that they might claim is a result of a service offered by us.

We reserve the right to adjust the cost of any and all of our services at any time.

We reserve the right to terminate any service or services at any time. Circumstances may dictate no-notice withdrawal of services.

We reserve the right to make unilateral decisions on what we decide is not permissible. You are required to maintain a valid email address registered on your account at all times - failure to do so, or otherwise not reply to our emails may result in suspension of your account. The email address in question should be independent of our Service, so that we can still contact you in the event of failure or cessation of our services, or in the event that our service to you has been terminated, temporarily or otherwise.

Generally, invoices will be sent directly to clients via email shortly after any purchase has been made.

Either side can initiate termination of this agreement by giving 30 days notice via email or letter. Should the client initiate termination, no refund will be available for non-used services or part thereof.

The Company reserves the right to make any change to the specification of any Services to be provided.

The Company does not warrant that the Website will operate without error or that the Company Websites and their servers are free of computer viruses or other harmful code

Indemnity within this agreement shall survive termination of the Agreement

We do not routinely issue receipts for any money received. Should you wish to have a receipt issued, it is necessary to specifically request it.

From time to time, we may change, alter or modify these Terms and Conditions. Any changes will be posted on the Website and any use by you of our services after any such changes have been posted shall be deemed to indicate your agreement to the modified Terms and Conditions. If you do not agree to the modified Terms and Conditions, you should cease use of all Products and Services provided by the Company.

At present, we can only operate our service in English.

The Agreement shall be governed by and construed in accordance with Northern Ireland Law and the parties hereby agree to submit to the exclusive jurisdiction of the High Court of Northern Ireland in respect of any dispute or matter arising out of or in connection with the Agreement.

The Company's and our clients' websites may contain links to third party websites that are maintained by others. These links are provided solely as a convenience to our users, and are not an endorsement by the Company of the contents on such third-party websites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party sites. If you decide to access linked third-party websites, you do so at your own risk.

This Agreement shall not be assigned, sub-contracted, novated, sub-licensed or otherwise disposed of by you.

The illegality, invalidity or unenforceability of any provision this Agreement shall not affect the continuation in force of the remainder of this Agreement.

You shall inform us of any change in your name, address and/or telephone number(s) and/or default email addresses, as provided by you to us.

The Company makes no warranties about the accuracy, completeness, reliability or timeliness of the material and links presented on the Company's Websites.

We will provide the client with an expected completion date. We will endeavour to meet any given deadline but we do not guarantee and are not bound in any way to complete the project by this date. We will inform the Customer of any material delay in the delivery of the Services as soon as reasonably practicable.

We make no warranty, express or implied, for the uptime of our services. We cannot be held responsible for any losses incurred to the customer due to network outages, server failures, acts of God, or other means by which the our service may not remain online for indefinite periods.

We are not liable for loss, damage or corruption to files or information stored on our servers or individual PC's relating to a client's website

We will not accept responsibility or liability for any misrepresented data or information that may appear in the client's website, or loss of earnings through misrepresentation of this data.

We reserve the right to withdraw without prior notification our services at any time that we become aware of or are notified of the misuse, abuse or illegal use of our services.

We shall be entitled to terminate this Agreement if the contract(s) between us and our Service Providers is terminated or if the service provided to us by our Service providers is not of the quality deemed by us to be appropriate to provide the Services.

We do not allow any "Adult" or other illegal material to be stored within any of our Services.

The Company's services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of UK regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. On identification of any breach, immediate removal must be executed and further action may be taken by us to safeguard our position. Such action may include but not be limited to immediate cessation of all services to the client with no refund of any monies paid. The Company reserves the right to remove such illegal material from its servers whether with or without the client's permission.

Clients may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.

Clients may not attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.

Customers must safeguard their account passwords to prevent unauthorized access to their account.

The Client agrees to indemnify and hold the Company and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company arising out of any breach by the Client of the terms of this Agreement or other liabilities arising out of or relating to the Website

The Client undertakes that the Client's data (where stored or sent over the Internet) will not contain anything obscene, offensive, defamatory or breach any statutory regulation or law.

The Client will indemnify us and keep us effectively indemnified against all actions, proceedings, claims, demands, damages and costs (including all legal costs on a full indemnity basis) as a result of any breach of the said undertaking.

The Client shall defend, indemnify and hold the Company harmless from any and all damages, demands, liabilities, losses, costs and claims against the Company, its agents, its customers, servants, officers and employees, that may arise or result from any service provided by the Company.

Either party may terminate this Agreement immediately, on notice if the other:

- (a) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this Agreement which cannot be remedied; or
- (c) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of or impairment of access to any data arising in relation to this Agreement including, without limitation, our ability to provide the Service.

Our liability in contract, tort (including negligence) or otherwise in relation to this Agreement is limited to the price paid by you for the services in the year (commencing from the Start Date or any anniversary of the Start Date) in which the liability first arose.

We have no control of, nor responsibility for, the content of our client's web sites. In no way does the textual or image based content of our client's web sites constitute Web Working for You Ltd endorsement, or approval of the web site or the material contained within the web site. We have not verified any of the materials, images or information contained within our client's web sites and are not responsible for the content or performance of these sites or for the client's transactions with them. We cannot be held responsible for any text, photography, audio, motion imagery, or other digital media stored on our servers for Clients to whom the copyright does not belong. The client will indemnify us and keep us fully and effectively indemnified against all actions, proceedings, claims, demands, damages and costs (including all legal costs on a full indemnity basis) occasioned to us as a result of said infringement.

All payment is in UK sterling. Our Payment Service Providers may be able to take money from a card in a different denomination but additional charges and currency fluctuations may mean you end up paying a different amount than at first expected. Our Checkout screen gives some indication of the cost in Euro and American Dollars, but this must be taken as indicative only.

Services will not be provided until Payment has Cleared through the banking system. This will not be over-written for any customer who does not have a prior Credit arrangement with us.

Refunds will be given at our discretion.

Dishonoured cheques or other failed money transactions will be charged to the client at the rate of £10 per transaction.

We reserve the right to suspend and/or cancel the service at any time due to non payment of invoices within the specified payment terms or if any debit/credit card transaction is not honoured. We accept no responsibility for loss, consequential or otherwise, as a result of this action, including, but not limited to, loss of a domain name.

If you are in breach of these terms and conditions you will not be refunded any monies you have paid.

Any customer withdrawing payments via bank or credit card (a "chargeback") may be subject to a punitive fee of £50, should the company deem this chargeback to be unfair. The company also reserves its right to defend such chargebacks and recover the original monies from the card issuer. In addition, if any client initiates a chargeback, all of our services will be immediately ceased until satisfactory resolution of the problem.

### **Design and Other Work and Payment Schedules**

The works to be carried out shall be as agreed between us and the Client. Major design agreements will be clarified and confirmed by email. Such agreement must be in place before any work will be actioned.

Smaller projects must be paid in full before commencement.

We may ask for staged payments for larger projects to cover design and development in which case payment must be prompt in order to maintain momentum in the Project. Some of these payments may be non-refundable because of the nature of the service being provided – if this is the case, it will be made clear before any payment is made.

We will only commence work on a design/web project after receipt of 50% deposit of the quoted project fee from the client. We will also require 25% payment on approval of the overall design concept. The final 25% payment is to be made on completion of the website.

The website will be switched to live mode once the clients remaining balance is paid in full. We will be the sole arbiters over whether a project is small, medium or large and, consequently the payment arrangements for that project. We will make this clear as soon as it becomes apparent to us.

The client is expected to carry out sufficient research before proceeding with a website. This will include checking that the website / idea / business will operate legally within UK law.

Where images/graphics are used on the website they are strictly for use on the website only. All images/graphics displayed on the client's website will only be used after authorisation by

the client and are the sole responsibility of the client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any, they will be the sole responsibility of the client. This will apply even if we have supplied the images for the website.

We reserve the right to exclude without prior notification material from the Client's website if it is deemed obscene, offensive or defamatory. We reserve the right to make such changes without resort to the client and do not have to explain our actions in any way.

We will host the client website on receipt of full payment of our hosting fees. In doing so we will endeavour to provide a reliable and professional service to the client at all times but do not guarantee that the client website will be available at all times, especially in the event of a technical failure beyond our control. We use external Service Providers for most of our services and, while we believe we have high-quality Partners, there is no guarantee of 100% up-time. We make no promise that our/your website will be uninterrupted or entirely error free. Because of the nature of the Internet, our services are provided on an "as is" and "as available" basis. We are not responsible to you if we are unable to provide our services for any reason beyond our control.

Renewal of "hosting" is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the client. The client should ensure that the re-hosting bill is paid in advance of the anniversary date to ensure continuity of the site availability. "Hosting" will not be renewed if we cannot contact the client or the client has not paid the full year's hosting in advance of the anniversary date. Although we will set reminders for all anniversary dates, it is the full responsibility of the client to ensure that continuity of his service is not jeopardised through late payment.

We will deactivate any website immediately where the hosting has expired and the client has not paid the renewal charge. There will be no exceptions to this rule. In addition, an Administration Fee of £25 will be added to the renewal fee should the hosting fee be paid after deactivation has taken place. In such circumstances, the domain name will have been released by the register for re-registration and we accept no responsibility for the loss of a domain name during this period. The client must ensure all renewal bills are paid at least 14 days before the actual renewal date to ensure continuity of service and maintenance of the affected domains.

If a client has bought a DIY hosting package off us, our services are to be used by the client only, and the client must not resell, store or give away any service to other parties. The same indemnities apply to the DIY hosting packages as apply to those where we have designed and implemented the site. Failure to adhere to the Terms and Conditions in their entirety may result in total and immediate cessation of all services and resources.

Domain Name legal Ownership - Domain names will be registered by Web Working for You Ltd.

If a domain name is purchased by the client through a company other than us, the client has full responsibility in making sure that the domain name is renewed when due. We will not renew the domain name when annual hosting renewal is due if the domain name is not registered through us and therefore not under our control at that time.

The Company does not accept responsibility nor does it make any warranty that the domain names(s) requested by the Client will be accepted for registration in the register nor will it be liable for any costs of the Client incurred if the application for Registration is unsuccessful.

The Company does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Client.

All Domain-related fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

We use a Third Party Provider to register all domains and we are bound by that Provider's Terms and Conditions. Although we are not listing them here, we expect you to accept the same Terms and Conditions as are applied to us.

The Client acknowledges that a domain name may occasionally show as available when the domain name has in fact been recently registered with another user name and the Client further acknowledges and accepts that this is through no fault or omission of the Host's and agree that the Host or any of its officers should not be held in any way liable for this occurrence.

The registration and use of the Customer's domain name is subject to the terms and conditions of use applied by the relevant naming authority; the Client shall ensure that it is aware of those terms and conditions and that it complies with them. The Client shall have no right to bring any claim against us in respect of refusal to register a domain name. Any charge paid us in respect of registering the domain name shall be non-refundable notwithstanding refusal by the naming authority to register the domain name to the Client.

We will have no liability in respect of any intellectual property rights dispute concerning the use by the Customer of the Domain Name or any domain name; any dispute between the Customer and any other person must be resolved between the Customer and the third party concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the Domain Name.

Search Engine Optimisation – there can be no guarantee of any specific placement or high ranking on search engines, nor of an increased level of targeted visitors to the client's website as a result of us implementing a SEO plan of action.

### **Gifts and payments**

The Customer shall not offer or give, or agree to give, to any employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or from having done or refrained from having done, any act in relation to the obtaining or execution of this or any other agreement with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such agreement. The attention of the Customer is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

### **Force Majeure**

If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for that failure to perform.

### **Confidentiality Policy**

At all times, we are aware that we are dealing with information which may or may not be regarded as confidential by our client. However, we will always regard any and all information as confidential to that client. We will never disclose any such information to anyone other than our own (or sub-contracted) staff and only for the purposes of fulfilling the current service provision. We will ask our client to provide one Key Contact in the client organisation, with a telephone number and email address with whom we can communicate freely and will seek advice from that individual on all matters. If any other individual from the client needs to contact us, then verification will be sought from the Key Contact before lines of communications are opened.

### **Conflict of Interest Policy**

We are aware that our work for one client might be of interest to another client or potential client. We have a strict policy of not talking to anyone about any particular initiative with any client, most certainly not identifying any client with any project or initiative. We will never seek to undermine the position of any client in preference of another. We will be especially careful if we perceive that one client is in the same type of business as another (potential) client.

### **Acceptable Use Policy - Forum**

This applies to you posting on our Company Forum or on your policing your own Forum hosted by us.

If we are hosting a forum for you, you must provide an adequate and complete Moderator service from within yourself – to monitor all site submissions, attachments, photographs, images, text or anything which might appear on the forum. You will indemnify us from any actions taken as a result of the content which you have allowed to appear on your hosted forum.

You agree that you are responsible for your own submissions and postings and for any consequences thereof. You agree to use the Forum only to post materials that are legal, proper, decent, honest, complete and accurate. You must not advertise in general posts, other than those specifically identified by Moderators to be suitable to carry advertising.

You will not:

- Defame, abuse, harass, stalk, threaten, breach the confidence of or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- Post any inappropriate, defamatory, untrue, offensive, malicious, infringing, obscene, indecent, threatening or unlawful material or information.

- Post any material that infringes any patent, trademark, copyright or trade secret.

- Post any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another computer.

- Impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is Posted.

- Conduct or forward competitions, surveys or chain letters.

- Hack into any part of the Website.

- Send any material which might be construed as spam.

The Company does not control or endorse and is not responsible for the information posted by registered Members, and has no obligation to monitor postings. However, the Company reserves the right at all times to disclose any information as necessary to satisfy any

applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, for any reason whatsoever, in the Company's sole discretion.

The Company does not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any information posted by third parties, or endorse any opinions expressed by them. You acknowledge that any reliance on material so posted will be at your own risk. If the Company is notified by a user of content which allegedly does not conform to any term of this Agreement, the Company may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the content. The Company will have no liability or responsibility for performance or non-performance of such investigation. The Company reserves the right to terminate or restrict your access to any or all Membership privileges at any time without notice for any reason whatsoever.

### **Acceptable Use Policy - Email**

Harassment, whether through language, frequency, or size of messages, is prohibited.

Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Customer must not send that person any further email. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts.

Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.

Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.

Forging or any other cloaking method of header or any other information is not permitted.

We cannot be held responsible for the interface between our email product and your email application. If you are having difficulties, please consult either the Supplier of your Email application or the relevant help-files for that application (online or offline). We will ensure, subject to the terms mentioned within these Terms and Conditions, that the account is operating correctly but we cannot guarantee the operation of your email application or the methodology of interfacing between our service and your computer/device.