



## TERMS & CONDITIONS

**1. Acceptance.** A copy of these terms and conditions must be signed by all new customers at the time of submission of work to **Medianic**, indicating agreement to and acceptance of these Terms and Conditions. Alternatively, payment of an advance fee is an acceptance of our terms and conditions.

**2. Charges.** Charges for services to be provided by **Medianic** are defined in the project quotation that the *Customer* receives via e-mail or in writing. Quotations are valid for a period of 60 days. **Medianic** reserves the right to alter or decline to provide a quotation after expiry of the 60 days.

All Web site design services require an advance payment of a minimum of thirty percent (30%) of the project quotation total before the work is supplied to the *Customer* for review. The remaining seventy percent (70%) of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials. Charges for web design work does not cover the release of source .PSD or .FLA files; if the *Customer* requires these items then a small administration charge will apply.

Payment for services is due by cheque or via direct deposit to our bank account. Cheques should be made payable to **Kate Langshaw** and sent to 9 Serif Close, Nottingham, NG5 1QQ.

**3. Customer Review.** **Medianic** will provide the *Customer* with an opportunity to review the appearance and content of the web site during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the *Customer* notifies **Medianic** otherwise within ten (10) days of the date the materials are made available to the *Customer*.

**4. Turnaround Time and Content Control.** **Medianic** will install and publicly post or supply the *Customer's* Web site by the date specified in the project proposal, or if no such date is specified, within four weeks of the date initial payment is received from the *Customer*, unless a delay is specifically requested by the *Customer* and agreed by **Medianic**.

In return, the *Customer* agrees to delegate a single individual as 'first-point-of-call' to aid **Medianic** with progressing the commission in a satisfactory and **expedient** manner.

During the project, **Medianic** will require the *Customer* to provide copy (in electronic format) and images. If content is not provided within four (4) weeks of an official request by email then **Medianic** reserves the right to advise the *Customer* of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the *Customer* is considered to be in default of the commission, the project will be terminated and the *Customer* sent the final invoice for immediate payment. **Medianic** will agree, at its discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

**5. Payment.** Invoices will be provided by **Medianic** upon completion of the work for Web Design and any associated services. Invoices are normally sent via email and/or post. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £25 per month of the total amount due.

**6. Default.** Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the *Customer* in default maintains any information or files on **Medianic's** Web space, **Medianic will**, at its discretion, remove all such material from its web space. **Medianic** is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the *Customer* of the obligation to pay any outstanding charges assessed to the *Customer's* account. Cheques returned for insufficient funds will be assessed a return

charge of £25 and the *Customer's* account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay **Medianic** reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by **Medianic** in enforcing these Terms and Conditions.

**7. Termination.** Termination of services by the *Customer* must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The *Customer* will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

**8. Copyright.** *The Customer* retains the copyright to data, files and graphic logos provided by the *Customer*, and grants **Medianic** the rights to publish and use such material. The *Customer* must obtain permission and rights to use any information or files that are copyrighted by a third party. The *Customer* is further responsible for granting **Medianic** permission and rights for use of the same and agrees to indemnify and hold harmless **Medianic** from any and all claims resulting from the *Customer's* negligence or inability to obtain proper copyright permissions. A contract for Web site design and/or placement shall be regarded as a guarantee by the *Customer* to **Medianic** that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

**9. Standard Media Delivery.** Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the *Customer* in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by **Medianic** to return to the *Customer* any images or printed material provided for use in creation of the *Customer's* Web site, such return cannot be guaranteed.

**10. Design Credit.** A link to **Medianic** will appear in either small type or by a small graphic at the bottom of the *Customer's* Web site. If a graphic is used, it will be designed to fit in with the overall site design.

**11. Access Requirements.** If the *Customer's* Web site is to be installed on a third-party server, **Medianic** must be granted temporary read/write access to the *Customer's* storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

**12. Post-Placement Alterations.** **Medianic** cannot accept responsibility for any alterations caused by a third party occurring to the *Customer's* pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

**13. Domain Names.** **Medianic** may purchase domain names on behalf of the *Customer*. Payment and renewal of those domain names is the responsibility of the *Customer*. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of **Medianic**. The *Customer* should keep a record of the due dates for payment to ensure that payment is received in good time.

**Medianic** shall not be liable for any loss, claim, lost revenue, or otherwise be accountable, should we be unable to process the requested domain name. Should we be unable to process a domain name registration request we will either provide a refund or provide an alternative domain name.

**Medianic** shall accept no responsibility for the loss of domain name(s) due to the customers' failure to respond to our notification of renewal or failure to pay invoices for renew.

**Medianic** reserves the right to withhold or prevent the release of domain name(s) should the client default on their account. All services remain under the control of **Medianic** until the account is paid in full.

**Medianic** will impose a charge £50.00 to release a domain name to another IPS tag.

**14. General.** These Terms and Conditions supersede all previous representations, understandings or agreements. The *Customer's* signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

**15. Governing Law.** This Agreement shall be governed by English Law. **Medianic** provides World Wide Web page hosting.

**16. Server Use.** Accounts are to be used by the primary owner only. Account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

**Medianic** reserves the right to refuse service and / or access to its servers to anyone.

**Medianic** do not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of **Medianic**.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

**Medianic** reserves the right to suspend or cancel a customer's access to any or all services provided by **Medianic** when **Medianic** decides that the account has been inappropriately used or otherwise.

### **17. Unlimited Use Policy**

High bandwidth usage: **Medianic** offers a high use policy by maintaining very large ratios of bandwidth per customer. In rare cases, **Medianic** may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, **Medianic** reserves the right to impose the High Resource User Policy for the consideration of all customers.

### **18. High Resource User Policy**

Resources are defined as bandwidth and/or processor utilisation. **Medianic** may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available **Medianic** reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby **Medianic** continues hosting the website for an additional fee.

### **19. Data Backup**

The customer is responsible for undertaking any data backup programs, database, web files or other digital material.

**Medianic** offer a data backup service details of which and costs are available on request.

## 20. Spam Guidelines

Unsolicited email (spam) is considered an unacceptable use of a domain. Whether the unsolicited email originates directly from the clients webspace area or otherwise, abuse reports received concerning a domain may result in suspension or closure of the service without refund.

## 21. Payment Policies

All accounts are set up on a prepay basis. Although **Medianic** reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due each anniversary year following the date the account was established.

All renewal payments must be received at least 5 working days in advance of the renewal date to ensure that no disruption to the service is incurred. **Medianic** reserves the right to suspend this and other services until any outstanding debt is cleared. **Medianic** will not be responsible for any data lost due to non-payment closure of an account. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

Reinstatement of an account is at **Medianic's** discretion. **Medianic** reserves the right to charge a reinstatement fee of 50 (fifty) pounds (excluding VAT) per account.

**22. Cancellation and Refunds** Fees charged on a prepay basis are non-refundable.

## 23. Indemnification

Customer agrees that it shall defend, indemnify, save and hold **Medianic** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against **Medianic**, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless **Medianic** against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with **Medianic's** server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from **Medianic's** server.

Medianic cannot guarantee and do not accept responsibility for lost email, online orders, bookings, and so forth from their web site.

## 24. Disclaimer

**Medianic** will not be responsible for any damages your business may suffer. Makes **Medianic** no warranties of any kind, expressed or implied for services we provide. **Medianic** disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by **Medianic** and its employees. **Medianic** reserves the right to revise its policies at any time.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_